



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, January 31, 2023 – 9:00 a.m.

Board of Clallam County Commissioner meetings will also be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link: <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT – Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA – Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of January 23

Approval of vouchers 

1b. Approval of payroll for the period ending January 15

Approval of payroll 

1c. Approval of minutes for the week of January 23

Approval of minutes 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

2a. Agreement with Clallam Conservation District for Onsite Septic Cost-share Program

Agreement 

2b. Agreement with Clallam Conservation District for Pollution, Identification, and correction Programs

Agreement 

- 2c. Agreement with Sequim School District for Developmental Disability Programs

Agreement 

- 2d. Agreement with Quillayute Valley School District for Developmental Disability Programs

Agreement 

- 2e. Agreement amendment 1 with Department of Ecology for solid waste activities/\$30,839.93

Agreement amendment 1 

- 2f. Agreement amendment 1 with Department of Ecology for solid waste activities/\$67,390.88

Agreement amendment 1 

- 2g. Contract amendment B with Salish Behavioral Health Organization for Criminal Justice Treatment

Contract amendment B 

- 2h. Agreement with Clallam County Public Works for Hotel/Motel Tax Funds – Olympic Discovery Trails Project/\$250,000

Agreement 

- 2i. Agreement amendment 1 with CBG Communications for franchise renewal

Agreement amendment 1 

ADMINISTRATION

- 3a. Call for hearing to be held Tuesday, February 14, 2023 at 10:30 a.m. regarding Amending Clallam County Policy 220 Classification, Work Hours, and Compensation

Call for hearing 

- 3b. Call for hearing to be held Tuesday, February 14, 2023 at 10:30 a.m. regarding Amending Clallam County Policy 225 Employee Benefits

Call for hearing 

- 3c. Resolution canceling uncollectible personal property taxes

Resolution 

PUBLIC WORKS

- 4a. Approval of updated Right of Way Procedures for Roads Department

Procedures 

- 4b. Certification of the 2023 Road Levy & Estimated Revenue Produced/County Road Administration Board

Certification 

BUDGET

- 5a. Resolution adopting the following Supplemental Appropriations:
Sheriff - Nine-One-One Enhanced - Reimbursement from Washington State Military Department, State E911 Coordination Office, for NG911 Equipment modernization Contract #E22-299 and increase reimbursement amount from WA State Professional Development Contract #E23-005/\$166,293
Sheriff - Emergency Services - District Case Manager funding/\$155,650

Resolution 

PUBLIC COMMENT – Please limit comments to three minutes

EXECUTIVE SESSION

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

HEARING(S) – Beginning at 10:30 a.m.

- H1. Consideration of resolution adopting the following Debatable Emergencies:
Sheriff - VRF Boating Program - To purchase two new Yamaha boat motors and parts, and pay associated labor costs/\$49,863
Parks & Facilities - Capital Projects - Receipt of Department of Commerce Revenue Losses Grant to replace obsolete fairground First Aid building/\$34,500

Resolution 

PUBLIC COMMENT – Please limit comments to three minutes

The following meetings are scheduled for the Board of Commissioners January 30 - February 3:

Monday, January 30 :

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

12:30 p.m. Community Health Assessment Continued Work Session

Tuesday, January 31:

10:00 a.m. Board Meeting

10:30 a.m. Hearing(s) - See Agenda

Wednesday, February 1:

8:00 a.m. Coffee with Colleen

Friday, February 3:

9:00 a.m. Housing Solutions Committee

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.

- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

Note: Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of public documents from Board meetings are available by contacting the Public Records Department.



1a
JAN 31 2023

Date of report: January 25, 2023

General	\$375,597.99
Other	\$672,492.64
Total	\$1,048,090.63

STATE OF WASHINGTON

County of Clallam

This is to certify that the foregoing Final Check Lists a.k.a., Register of Warrants for the period herein indicated, is a full, true, and correct representation of the corresponding payments for services rendered to and supplies and equipment received by all Clallam County government operations as recorded in the books or original entry maintained by this office.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2023.

SHOONA RIGGS COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the services and merchandise herein specified have been received and that the claims listed and numbered above are hereby approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

MIKE FRENCH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

January 23 - 27, 2023

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	1,856.70			
00100.221	Auditor	32,707.56			
00100.241/291	Commissioners (BOCC)	217,632.25			
19914.291	BOCC - Veterans Relief		1,645.01		
19941.291	BOCC - Opportunity Fund		30,000.00		
19961.291	BOCC - American Rescue Plan Act		303,929.14		
00100.331-334	Dept. of Community Develop't (DCD)	454.05			
00100.871	District Court I	2,173.76			
11301.511	Health & Human Services (HHS)		29,991.71		
00100.511	HHS - Environmental Health	1,210.11			
00100.513	HHS - Admin	22.86			
11331.511	HHS - Developmental Disabilities		35,100.06		
00100.461	Human Resources (HR)	847.00			
50401.461	HR - Risk Management		5,468.97		
50501.461	HR - Workers Compensation		150.00		
00100.411	Information Technology (IT)	40,684.50			
30701.411	IT - Capital Projects		60,338.98		
00100.851	Juvenile Services	5,174.36			
11401.821	Law Library		4,428.00		
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		116.92		
00100.911/912	Parks Fair Facilities (PFF)	3,461.47			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		75.65		
30501.911	PFF - Capital Projects		15,669.42		
	Public Works (PW)				
10101.611	PW - Roads		173,496.63		
40201.611	PW - Solid Waste		24.39		
41401.611	PW - Clallam/Sekiu Sewer		869.79		
42401.611	PW - Carlsborg Sewer		3,156.31		
43401.611	PW - Bullman Beach Water System		609.00		
50301.611	PW - ER&R (Equip't Rental & Revolving)		4,195.59		
00100.811-815,817	Sheriff	37,304.97		320.32	
00100.816	Sheriff - Jail Medical	3,487.60			
11003.811	Sheriff - Boating Safety		525.00		
11008.811	Sheriff - OPNET Drug		1,279.12		
11065.811	Sheriff - OPSCAN Operations		4.30		
11080.811	Sheriff - Inmate Commissary		51.52		2.13
00100.861	Superior Court	16,535.31			
12905.861	Superior Court - Dispute Resolution		925.00		
12911.861	Superior Court - Courthouse Facilitator		440.00		
00100.891	Superior Court Clerk	8,371.66			
00100.231	Treasurer	317.93			
00100.931	WSU Extension	3,035.58			
Total		375,277.67	672,490.51	320.32	2.13

Report Reconciliation		Totals			
Total	1,047,768.18	General Fund	375,597.99		
Final Check Lists	1,047,768.18	Other	672,492.64		
Difference	-	Total	1,048,090.63	Use Tax	322.45

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
1/31/2023	SWANSONS SERVICES CORP.	1677247	jkoon	24.21	2.13	24.21
1/31/2023	U S BANK	6730-Jan23	jkoon2	3,640.00	320.32	3,749.19
Totals:				3,664.21	322.45	3,773.40

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Final Check List
CLALLAM COUNTY

Assessor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/31/2023	0020849	U S BANK	USB 1-19-2023	1/19/2023	NEWLY ELECTED CONFEREN	1,856.70	1,856.70
Sub total for U S BANK:							1,856.70	

0.*
1,047,768.18*+
3,035.58+
1,645.01+
317.93+
8,371.66+
16,535.31+
1,365.00+
3,487.60+
39,164.91+
3,789.70+
869.79+
173,496.63+
4,195.59+
19,206.54+
116.92+
5,174.36+
101,023.48+
6,465.97+
66,324.74+
2,173.76+
454.05+
555,989.39+
32,707.56+
1,856.70+
0.*

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Final Check List
CLALLAM COUNTY

Auditor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000258	BUSINESS TELECOM PRODU	IN-3870	1/13/2023	PHONE HEADSET	2,074.08	2,074.08
1/31/2023	0000546	EXPRESS SERVICES, INC	28486320	1/11/2023	SKYDREA MCKENZIE	1,483.04	
			28453167	1/4/2023	SKYDREA MCKENZIE	1,483.04	
			28429797	12/28/2022	ROBERT JUAREZ	1,459.91	4,425.99
1/31/2023	0004502	ELLIOTT, TOMI	112-2468914-32	1/5/2023	REIMBURSED FOR CALEND	15.10	15.10
1/31/2023	0019068	K & H PRINTERS INC	063926	1/18/2023	ENVELOPES, SECREECY SLE	25,251.26	25,251.26
1/31/2023	0020849	U S BANK	112-5927433-14	12/23/2022	1099 ENVELOPES	47.86	47.86
1/31/2023	0043168	CAIN, DEBORAH	Cain 11/8/2022	11/8/2022	MMILEAGE FOR CLOSING SC	6.13	6.13
1/31/2023	0046324	WALTER E NELSON CO, OF W	901358	1/6/2023	COPY PAPER	883.76	883.76
1/31/2023	0047585	JANNI, DARRELL	Janni 11/8/2022	11/8/2022	MILEAGE FOR CLOSING CAR	3.38	3.38
Sub total for U S BANK:							32,707.56

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Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000368	CLALLAM PUBLIC DEFENDER	Pub Def 1/2023	1/19/2023	CONTRACT AMEND 831.19.00	185,220.00	185,220.00
1/31/2023	0000507	CLALLAM COUNTY ECONOMIC	2135	1/19/2023	4TH QUARTER 2022 SERVICE	30,000.00	30,000.00
1/31/2023	0000907	LEXISNEXIS	3094274138	1/19/2023	2023 ANNUAL SUBSCRIPTION	4,428.00	4,428.00
1/31/2023	0001615	UNITED WAY OF CLALLAM CC	United Way 1/6/2	1/19/2023	PERSONNEL SUPPORT FOR	6,300.00	
			United Way 1/3/2	1/19/2023	PERSONNEL SUPPORT FOR	1,000.00	7,300.00
1/31/2023	0001632	U S POSTMASTER	BRM 1/23/2023	1/23/2023	BRM ANNUAL MAINTENANCE	860.00	
			P13 Permit 2023	1/23/2023	1ST CLASS & USPS MARKETI	580.00	
			BRM Permit 202	1/23/2023	BRM PERMIT #197000 2/1/202	290.00	1,730.00
1/31/2023	0001688	WA ST ASSOC OF COUNTIES	GD2023-05	1/19/2023	ANNUAL GENERAL DUES ASS	15,824.00	
			PL2023-05	1/19/2023	ANNUAL ASSESSMENT FOR I	7,170.00	
			SLAC2023-05	1/19/2023	STRATEGIC LITIGATION & C	5,675.00	
			HS2023-05	1/19/2023	ANNUAL ASSESSMENT FOR I	1,132.00	
			CPA2023-05	1/19/2023	REGIONAL COUNTY PLANNE	785.00	30,586.00
1/31/2023	0001817	OLYMPIC PENINSULA YMCA	YMCA Jan 2023	1/19/2023	SERVICES PER CONTRACT #	296,629.14	296,629.14
1/31/2023	0046683	ODP BUSINESS SOLUTIONS,	284946118001	1/19/2023	PENCIL CUP, WASTE BASKE	96.25	96.25
Sub total for U S BANK:							555,989.39

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Final Check List
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000546	EXPRESS SERVICES, INC	28486311	1/11/2023	CE BURKHARDT 12/18/22	75.10	75.10
1/31/2023	0001641	VERIZON WIRELESS	9923600656	12/22/2022	INSPECTORS DECEMBER 20:	13.41	13.41
1/31/2023	0001716	DEPT OF ENTERPRISE SVCS	731119941	1/3/2023	ADMIN OP SUPPLIES	53.67	53.67
1/31/2023	0005290	EVERWARM HEARTH & HOME	REF081222	1/11/2023	REFUNF BPT2022-726	125.00	125.00
1/31/2023	0046683	ODP BUSINESS SOLUTIONS,	285460732001	12/29/2022	ADMIN & BD OP SUPPLIES	81.05	
			285667375001	12/29/2022	ADMIN OFFICE SUPPLIES	38.21	
			285667929001	12/29/2022	ADMIN OP SUPPLY	34.82	
			285461547001	12/29/2022	ADMIN OP SUPPLIES	32.79	186.87
Sub total for U S BANK:							454.05

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Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/31/2023	0001179	PACIFIC OFFICE EQUIPMENT 1115212	1/11/2023	POE - TONER CARTRIDGE	93.96	
			1114188	12/30/2022	POE - CANON/IRS615IFZ, BLA	87.45	
			1114187	12/30/2022	POE - CANON/IR1435, BLACK	55.97	
			1114190	12/30/2022	POE - CANON/IMAGERUNNEI	49.88	
			1114189	12/30/2022	POE - CANON/IR1435, BLACK	0.02	287.28
1/31/2023	0001509	CORDANT HEALTH SOLUTIONS-T163101231		12/31/2022	MENTAL HEALTH COURT - R/	119.00	119.00
1/31/2023	0001693	WA STATE BAR ASSOCIATIONWSBA2023DN		1/19/2023	WSBA DUES - DAVID NEUPEF	50.00	50.00
1/31/2023	0020849	U S BANK	USbankJan2023	1/6/2023	US BANK - BTP WIRELESS HI	1,389.76	1,389.76
1/31/2023	0021386	STAPLES ADVANTAGE	3526678040	12/31/2022	STAPLES - OFFICE SUPPLIES	266.05	
			3526678043	12/31/2022	STAPLES - OFFICE SUPPLIES	61.67	327.72
Sub total for U S BANK:							2,173.76

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Final Check List
CLALLAM COUNTY

HR

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000546	EXPRESS SERVICES, INC	28511335	1/18/2023	INV 28511335	590.24	
			28486312	1/18/2023	INV 922	368.90	959.14
1/31/2023	0001297	PUBLIC SAFETY TESTING INC	2023-38	1/18/2023	INV 2023-38	832.00	832.00
1/31/2023	0001680	WA COUNTIES RISK POOL	C20221268	1/18/2023	C20221268	2,410.63	2,410.63
1/31/2023	0025115	RADIA INC PS	DOS 120922 JE	1/18/2023	DOS 120922 JEII	290.40	
			DOS 122022 GC	1/18/2023	DOS 122022 GG	238.80	
			DOS 120922 JE	1/18/2023	DOS 120922 JE	35.00	
			DOS 122022 GC	1/18/2023	DOS 122022 GG II	35.00	599.20
1/31/2023	0045459	COASTAL HEALTH	922	1/18/2023	INV 922	1,650.00	1,650.00
1/31/2023	0048051	HUGHES, BRIANA	0-065-889-176	1/18/2023	DRIV ABST VOL REIM BH	15.00	15.00
Sub total for U S BANK:							6,465.97

HHS

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0046683	ODP BUSINESS SOLUTIONS,	1284671447001-E	1/6/2023	OSS-OFFICE SUPPLIES	4.48	4.48
1/31/2023	0001602	SPECTRA LABORATORIES, KI	23-00251	1/17/2023	WLAB-WATER TESTING SER	35.00	35.00
1/31/2023	0020849	U S BANK	4878-010623	1/6/2023	FOOD-THERMOWORKS-OPE	1,170.63	1,170.63
1/31/2023	0046683	ODP BUSINESS SOLUTIONS,	1284671447001	1/19/2023	HADM-OFFICE SUPPLIES	22.86	22.86
1/31/2023	0000296	CENTURYLINK	300510090-0106	1/6/2023	HOPS-FORKS OFFICE PHONI	333.45	333.45
1/31/2023	0000546	EXPRESS SERVICES, INC	28486317	1/11/2023	HOPS-CONTRACT TRACER	1,279.20	
			28453165	1/4/2023	HOPS-CONTACT TRACER	1,023.36	2,302.56
1/31/2023	0000660	GLAXOSMITHKLINE PHARMA	18253929722	1/9/2023	HOPS-VACCINES	2,698.16	2,698.16
1/31/2023	0042813	LAW, LISA	MILEAGE-01172	1/17/2023	HOPS-BUSINESS MILEAGE	78.60	78.60
1/31/2023	0046683	ODP BUSINESS SOLUTIONS,	1284499820001	1/6/2023	HOPS-PH OFFICE SUPPLIES	258.08	258.08
1/31/2023	0001433	SERENITY HOUSE OF CLALLA	1322-22-SH-12/2	1/10/2023	HOPS-HOTEL LEASING AND I	6,259.23	6,259.23
1/31/2023	0044929	SMARTSHEET INC	1131783	1/10/2023	HOPS-14 ENTERPRISE PLAN	9,130.50	9,130.50
1/31/2023	0028699	SOUND PUBLISHING INC	8088827	12/31/2022	HOPS-HEALTH ASSESSMENT	625.00	625.00
1/31/2023	0001508	STERICYCLE, INC	3006296111	1/9/2023	HOPS-SYRINGE DISPOSAL S	119.24	119.24
1/31/2023	0020849	U S BANK	4318 1-6-23	1/6/2023	HOPS - AMAZON - 5 HEATED	3,626.65	
			4910 1-6-23	1/6/2023		3,395.45	
			4326 1-6-23	1/6/2023	HOPS - FACEBOOK - COMMU	1,160.33	8,182.43
1/31/2023	0044209	WARREN, KIM	MILEAGE-01182	1/18/2023	HOPS-BUSINESS MILEAGE 1/	4.46	4.46
1/31/2023	0000396	CONCERNED CITIZENS	STATE-12/23	1/10/2023	DDD-DECEMBER 2022 STATE	26,552.25	26,552.25
1/31/2023	0001017	MORNINGSIDE INC	PASD-12/22	1/9/2023	DDD-PASD DECEMBER 2022	1,800.00	1,800.00
1/31/2023	0017530	PIERCE JONES & ASSOCIATE	QVSD-12/22	1/9/2023	DDD-QVSD DECEMBER 2022	4,575.00	
			SSD-12/22	1/9/2023	DDD-SSD DECEMBER 2022	1,695.00	6,270.00
1/31/2023	0020849	U S BANK	4902-010623	1/17/2023	DDD-AMAZON-PAPER TRAY	477.81	477.81
Sub total for U S BANK:							66,324.74

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000084	ANGELES COMMUNICATIONS	34364	1/12/2023	DC220230112 - UPGRADE RE	4,959.47	
			34355	1/12/2023	JUVI20230111 - JUVI FAX LINE	163.20	
			34374	1/12/2023	IT20221122 - TROUBLESHOO	119.68	5,242.35
1/31/2023	0000289	CDW GOVERNMENT, INC.	SE2203976	1/18/2023	IT20230118H - O365 DEPLOY	979.80	979.80
1/31/2023	0000296	CENTURYLINK	406569255LD-0	1/18/2023	FORKS T-1 LINE	644.38	
			300425321LD-0	1/18/2023	FORKS TO FORKS T-1	477.92	
			406389122LD-0	1/18/2023	FOKS SHERIFF #2	302.06	
			300511193LD-01	1/18/2023	FORKS COURTROOM FAX	67.88	
			406493163LD-0	1/18/2023	PENCOM RINGDOWN	66.32	
			300561295LD-0	1/18/2023	CLALLAM BAY DISPATCH	63.25	1,621.81
1/31/2023	0001156	OLYPEN INC	221225.0021	1/18/2023	IT20230118C - FIBERT INTERI	960.00	960.00
1/31/2023	0001603	TYLER TECHNOLOGIES INC.	045-400357	1/18/2023	IT20220112 - PERMIT PLANNII	28,373.14	
			045-401345	1/18/2023	IT20230112B - ENERGGOV SVC	10,360.00	
			045-403068	1/18/2023	IT20230118B - ENERGGOV	7,079.62	
			045-403871	1/18/2023	IT20230118A - ENERGGOV SVC	3,700.00	
			045-3981800B	1/18/2023	IT20221103 - SHORT PAY	40.00	
			045-397482B	1/18/2023	IT20221103A - SHORTPAY	20.00	49,572.76
1/31/2023	0001641	VERIZON WIRELESS	9923781827	1/18/2023	IT CELL PHONE AND DATA	1,819.23	1,819.23
1/31/2023	0001706	CONSOLIDATED TECHNOLOG	2022120300	1/18/2023	IGN PORTION	720.37	720.37
1/31/2023	0003410	LEMAY MOBILE SHREDDING	4772470S185	1/18/2023	IT SHREDDING SVC	26.00	26.00

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0004211	CENTURYLINK	3604527831-011	1/18/2023	MAIN COURTHOUSE	1,439.55	
			206T313735-011	1/18/2023	COURTHOUSE T-1	490.14	
			206T222202-011	1/18/2023	COURTHOUSE T-1 #2	490.14	
			3604172850-011	1/18/2023	DID ROLLOVER	425.69	
			3604529079-011	1/18/2023	PUBLIC HEALTH 3RD ST	319.54	
			3604574863-011	1/18/2023	JUVIE FAX LINES (3)	290.95	
			206T211472-011	1/18/2023	FORKS T-1 LINE	279.32	
			3605651032-011	1/18/2023	MODEM POOL	133.90	
			3606832263-011	1/18/2023	SEQUIM SHERIFF #2	100.07	
			3604574397-011	1/18/2023	JUVIE COURTROOM FAX	66.65	
			3606832192-011	1/18/2023	SEQUIM SHERIFF #1	63.98	
			3604521625-011	1/18/2023	TELEPHONE SWITCH MAINT	60.41	
			3604570323-011	1/18/2023	PA SHOP PHONE SWITCH	60.41	
			3604576843-011	1/18/2023	JUV3E PHONE SWITCH	60.41	
			206T414008-011	1/18/2023	SHERIFF COURTHOUSE LINE	56.84	
			206T414008-011	1/18/2023	SHERIFF COURTHOUSE	56.84	
			206T413216-011	1/18/2023	JUVIE COURT	41.17	
			206T413216-011	1/18/2023	JUVIE COURT	41.17	
			206T415684-011	1/18/2023	ALARMS	4.38	
			206T415684-011	1/18/2023	ALARMS	4.38	4,485.94
1/31/2023	0023718	AT&T	3604574863LD-(	1/18/2023	JUVIE FAX LINES LONG DIST	68.26	
			3604574863LD-(	1/18/2023	JUVIE FAX LINES LONG DIST	68.26	
			3604574397LD-(	1/18/2023	JUVIE COURTROOM FAX	46.64	
			03060240160011	1/18/2023	WEST END TOLL FREE	32.02	215.18
1/31/2023	0033533	SPOK INC	58534	1/18/2023	IT20230119 - 20% BALANCE E	5,806.75	5,806.75
1/31/2023	0041797	RIGGAN, MIKE	011623-MR	1/18/2023	IT20230118E - SECURITY SYM	689.22	689.22
1/31/2023	0041798	BUDD, JOSHUA	011623-JB	1/18/2023	IT20220118F - SECURITY SYM	531.20	
			011823-JB	1/18/2023	IT20230118E - MILEAGE	71.25	602.45
1/31/2023	0044188	BLACKPOINT IT SERVICES INC	297855SEA	1/18/2023	IT20230111A	11,010.56	11,010.56
1/31/2023	0045293	LUMEN	620085325	1/18/2023	LEVEL 3 COMM TRUNK	1,970.24	1,970.24
1/31/2023	0046341	CIVICPLUS LLC	250798	1/18/2023	IT20230118D - CIVICPLUS - CI	15,300.82	15,300.82
Sub total for U S BANK:							101,023.48

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000215	BOSTEC INC	47161	1/12/2023	MED SUPPLIES	339.46	339.46
1/31/2023	0002030	WAJCA, ANGIE HOLLIS TREAS	WAJCADUES 22	1/10/2023	DUES/MEMBERSHIPS	1,028.00	1,028.00
1/31/2023	0017787	DAIRY FRESH FARMS INC	8182301209	1/12/2023	DET FOOD	92.49	92.49
1/31/2023	0022041	THOMAS SHERRY, M.S.	4732	12/31/2022	PRO SVCS-SSODA	300.00	
			4735	12/31/2022	PRO SVCS-SSODA	300.00	
			4736	12/31/2022	PRO SVCS-SSODA	300.00	
			4737	12/31/2022	PRO SVCS-SSODA	300.00	
			4734	12/31/2022	PRO SVCS-SSODA	200.00	
			4738	12/31/2022	PRO SVCS-SSODA	200.00	
			4733	12/31/2022	PRO SVCS-SSODA	100.00	1,700.00
1/31/2023	0023367	DERRY, ALICE	103122AD	12/20/2022	CAP VOL-MILEAGE	93.50	93.50
1/31/2023	0026600	JEFFERSON COUNTY PUBLIC	12312022	1/17/2023	PRO SVCS	1,579.42	1,579.42
1/31/2023	0042355	BRILEY, JUDITH	123122JB	1/10/2023	CAP VOL-MILEAGE	72.00	72.00
1/31/2023	0046885	BEALL, CHARLES	123122CB	1/3/2023	CAP VOL-MILEAGE	167.50	167.50
1/31/2023	0047950	KITSAP COUNTY	042022ASO	1/12/2023	MISC-REIMB	101.99	101.99
Sub total for U S BANK:							5,174.36

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Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0028699	SOUND PUBLISHING INC	PDN969272	1/19/2023	WEED HEARING LISTING-PDI	41.92	41.92
1/31/2023	0048054	FRICK, ALLISON	Frick2023 1-11	1/19/2023	PESTICIDE APPLICATOR LICE	75.00	75.00
Sub total for U S BANK:							116.92

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Final Check List
CLALLAM COUNTY

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000091	ANGELES MILLWORK & LUMB	324678	1/18/2023	JUV TAPE RULE GAS CYLIND	24.11	24.11
1/31/2023	0000094	ANGELES PLUMBING INC	37166	1/18/2023	2303UP HCH BOILER REPAIR	519.44	519.44
1/31/2023	0000290	CED/STUSSER - SEATTLE	5948-1030862	1/18/2023	2301UP JUV BOILER FUSES	272.00	
			5948-1031092	1/18/2023	JUV KEYBL ELECTRICAL	157.22	429.22
1/31/2023	0000359	CLALLAM COUNTY PUBLIC W	2023.014e	1/18/2023	2302UP RH STORM DMG REN	1,062.72	1,062.72
1/31/2023	0000561	FERGUSON ENTERPRISES IN	1195784	1/18/2023	SMPK TOILET SINK REPAIR A	79.20	
			1177583	1/18/2023	CH 6 HOLE DISTR BOX W CO	61.42	140.62
1/31/2023	0000677	GRAINGER INC	9570003708	1/18/2023	FG GLOVES GLASSES RAGS	397.01	
			9570003716	1/18/2023	FG SAFETY GLASSES CLEAN	76.53	473.54
1/31/2023	0001198	PART WORKS INC, THE	INV88511	1/18/2023	2301UP JUV BOILER BURNEF	3,094.85	
			INV88761	1/18/2023	2301UP JUV BOILER BURNEF	2,450.28	
			INV88514	1/18/2023	2301UP JUV BOILER FLAME F	861.33	
			INV88406	1/18/2023	2301UP JUV BOILER INGITIOI	718.57	
			INV88566	1/18/2023	2301UPJUV BOILER BURNER	76.08	7,201.11
1/31/2023	0001253	PORT ANGELES SOLID WAST	1098037	1/18/2023	SMPK DUMP FEE	91.17	
			1097926	1/18/2023	SMPK DUMP FEE	87.29	
			1097752	1/18/2023	2301CH RESTORE OLD JUV I	75.65	254.11
1/31/2023	0001300	PUBLIC UTILITY DISTRICT	43120 12/22	1/18/2023	RH DEC ELECT	434.77	434.77
1/31/2023	0001540	SWAIN'S GENERAL STORE IN	308210	1/18/2023	CH PAINT SUPPLIES	264.34	
			308042	1/18/2023	CH HARDWARE FOR REPAIR	2.59	266.93
1/31/2023	0001917	LAZY J TREE FARM	13740	1/18/2023	2302UP RH STORM DMG CLE	90.00	
			13732	1/18/2023	2302UP RH STORM DMG CLE	75.00	
			13689	1/18/2023	2302UP RH STORM DMG CLE	60.00	
			13728	1/18/2023	2302UP RH STORM DMG CLE	60.00	
			13746	1/18/2023	2302UP RH STORM DMG CLE	45.00	
			13748	1/18/2023	2302UP RH STORM DMG CLE	25.00	
			13757	1/18/2023	2302UP RH STORM DMG CLE	25.00	380.00
1/31/2023	0004211	CENTURYLINK	3609283540820I	1/18/2023	CDJ TELEPHONE	140.01	140.01
1/31/2023	0004211	CENTURYLINK	36068358477 44	1/18/2023	DRA TELEPHONE	136.06	136.06
1/31/2023	0004211	CENTURYLINK	3609283441 593	1/18/2023	SC TELEPHONE	74.99	74.99
1/31/2023	0021192	SOILS APPLICATIONS LLC	11870	1/18/2023	2006FAC EOC RELOCATE PR	1,087.00	1,087.00
1/31/2023	0041504	IML SECURITY SUPPLY	3505370	1/18/2023	CH UNIVERSAL LOCKS	586.16	586.16
1/31/2023	0041605	HOME DEPOT PRO	725510010	1/18/2023	SMPK GLOVES BATH TISSUE	739.80	739.80
1/31/2023	0041765	CALL LUKE LLC	2997	1/18/2023	JUV PERIMETER PREVENT T	108.80	108.80

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0044755	HERMANSON COMPANY LLP	802033437	1/18/2023	2301UP JUV BOILER REPAIR	3,325.82	
			802034118	1/18/2023	2301UP JUV BOILER REPAIR	664.33	3,990.15
1/31/2023	0047701	OAC SERVICES INC	144619	1/18/2023	2006FAC EOC RELOCATE PR	1,157.00	1,157.00
Sub total for U S BANK:							19,206.54

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Final Check List
CLALLAM COUNTY

Public Works ER&R

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000091	ANGELES MILLWORK & LUMB	324695	1/17/2023	Propane purchase - PA 830	26.90	26.90
1/31/2023	0000848	PAPE KENWORTH NORTHWE	11663065	1/10/2023	Switch-DPDT - LC 240	125.19	
			11660842	1/9/2023	Switch-Domes - LC 240	108.32	
			11664563	1/10/2023	Lens-Green-Clr - LC 240	22.18	255.69
1/31/2023	0001255	PRICE FORD LINCOLN MERCI	5046793	1/14/2023	Cone/Roller Asy, Cup, Bearing A	257.59	
			5046811	1/17/2023	Bearing&Seal Asy, Cups, Nut -	118.82	
			5046828	1/18/2023	Latch - PA S320	112.86	
			5046761	1/12/2023	Bush - PA S342	39.53	
			5046823	1/17/2023	Valve Asy - PA S340	39.39	568.19
1/31/2023	0001405	LES SCHWAB TIRE CENTERS	38100517604	1/4/2023	225/75R-15/10 Trailer Tire - SQ	216.04	
			38000776244	1/18/2023	4 Wheel Alignment w/ Shims - F	141.17	357.21
1/31/2023	0001781	WHITEHEADS AUTO PARTS IN	245521	1/3/2023	Toolbox - LC 207	592.47	592.47
1/31/2023	0017663	ARAMARK UNIFORM SVCS IN	5120162223	1/10/2023	Laundry services - PA	31.23	
			5120168434	1/19/2023	Laundry services - WE	17.17	
			5120164321	1/12/2023	Laundry services -SQ	16.34	
			5120168461	1/19/2023	Laundry services -SQ	16.34	
			5120164238	1/12/2023	Laundry services - WE	16.29	97.37
1/31/2023	0022435	RACE STREET AUTO PARTS	616846	1/18/2023	Brake Pads/Rotors/Adaptive - F	1,239.84	
			616839	1/18/2023	Front Brake Rotor and Pads - P	209.46	
			616761	1/17/2023	S/T/T Lamp - PA 401	41.32	
			615460	1/6/2023	Lamps, Boxed Capsules - PA 41	36.34	1,526.96
1/31/2023	0025990	NONDEPARTMENTAL, CLALL	22MB014-50301	1/19/2023	Postage 4th Qtr 2022 - ER&R	71.22	71.22
1/31/2023	0030725	SWS EQUIPMENT LLC	0151681	1/9/2023	PkBrake Interlock Switch - LC 4	111.40	111.40
1/31/2023	0037478	KENT D BRUCE CO, LLC	12720	1/12/2023	Assy, I/O WC Liberty - PA S321	506.58	506.58
1/31/2023	0046926	SNAP ON CREDIT	MODIS 0111202	1/11/2023	Monthly subscription Modis Edg	81.60	81.60
Sub total for U S BANK:							4,195.59

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000056	ALPINE PRODUCTS INC	TM-214217	1/13/2023	MAINTENANCE SUPPLIES	81,186.56	
			TM-214216	1/13/2023	MAINTENANCE SUPPLIES	80,528.86	161,715.42
1/31/2023	0000091	ANGELES MILLWORK & LUMB	324802	1/19/2023	MAINTENANCE SUPPLIES-PA	50.00	50.00
1/31/2023	0000546	EXPRESS SERVICES, INC	28486311-10101	1/11/2023	EXPRESS EMPLOYMENT-01/(	1,470.26	1,470.26
1/31/2023	0000677	GRAINGER INC	9575728465	1/17/2023	MAINTENANCE SUPPLIES	91.83	91.83
1/31/2023	0000709	HARBOR SAW & SUPPLY	737361	1/11/2023	MAINTENANCE SUPPLIES	108.50	108.50
1/31/2023	0001258	PORT ANGELES POWER EQU	98005471	1/17/2023	MAINTENANCE SUPPLIES	38.01	38.01
1/31/2023	0001540	SWAIN'S GENERAL STORE IN	308250	1/19/2023	MAINTENANCE SUPPLIES	579.34	579.34
1/31/2023	0001551	TACOMA SCREW PRODUCTS	140065454-01	1/10/2023	MAINTENANCE SUPPLIES	95.13	95.13
1/31/2023	0001688	WA ST ASSOC OF COUNTIES	TRAN2023-05	1/1/2023	ANNUAL TRANSPORTATION I	3,874.00	3,874.00
1/31/2023	0001710	WA ST DEPT OF LICENSING	CAPPSAPPR23	1/17/2023	APPRAISER RENEWAL- CAPF	530.00	530.00
1/31/2023	0004211	CENTURYLINK	6812667-010723	1/7/2023	360-681-2667 726B	199.30	
			6835282-010823	1/8/2023	360-683-5282 747B	134.69	333.99
1/31/2023	0017663	ARAMARK UNIFORM SVCS IN	5120162224	1/10/2023	LAUNDRY SERVICE-PA	16.32	
			5120166710	1/17/2023	LAUNDRY SERVICE -PA	16.32	
			5120164234	1/12/2023	LAUNDRY SERVICE-LC	16.30	
			5120168460	1/19/2023	LAUNDRY SERVICE-SQ	16.30	
			51201464320	1/12/2023	LAUNDRY SERVICE-SQ	16.29	
			5120168428	1/19/2023	LAUNDRY SERVICE-LC	16.29	97.82
1/31/2023	0019747	CORAL SALES COMPANY	74636	1/12/2023	MAINTENANCE SUPPLIES	3,576.16	3,576.16
1/31/2023	0020849	U S BANK	1968-133448	11/18/2022	WHISTLE WORKWEAR - HOC	369.90	369.90
1/31/2023	0021386	STAPLES ADVANTAGE	3527946916	1/14/2023	SUPPLIES	144.69	
			3527946917	1/14/2023	SUPPLIES	123.38	
			3527946915	1/14/2023	SUPPLIES	11.52	279.59
1/31/2023	0025990	NONDEPARTMENTAL, CLALL	A22MB014-10101	1/19/2023	POSTAGE OCT,NOV,DEC,202	286.68	286.68
Sub total for U S BANK:							173,496.63

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Final Check List
CLALLAM COUNTY

Public Works (1)

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000546	EXPRESS SERVICES, INC	28486311-41401	1/11/2023	EXPRESS EMPLOYMENT- 01/	489.60	489.60
1/31/2023	0025990	NONDEPARTMENTAL, CLALLAM	22MB014-41401	1/19/2023	POSTAGE OCT,NOV,DEC 202	380.19	380.19
Sub total for U S BANK:							869.79

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Final Check List
CLALLAM COUNTY

Public Works (2)

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000361	CLALLAM COUNTY ROAD DE	2023.002R	12/20/2022	12/22 EMPLOYEE BENEFITS	14.46	14.46
1/31/2023	0000546	EXPRESS SERVICES, INC	28486311-43401	1/11/2023	01/02/23~01/08/23 BBWA	554.42	554.42
1/31/2023	0001426	SEQUIM, CITY OF	C22-12	12/31/2022	12/22 CLS MONTHLY MAINTENANCE	2,935.05	2,935.05
1/31/2023	0025990	NONDEPARTMENTAL, CLALLAM	22MB014-42401	1/19/2023	2022 Q4 POSTAGE	221.26	
			22MB014-43401	1/19/2023	2022 Q4 POSTAGE	54.58	
			22MB014-40201	1/19/2023	2022 Q4 POSTAGE	9.93	285.77
Sub total for U S BANK:							3,789.70

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000008	LEXIS NEXIS RISK MGMT INC	1035851-202212	12/31/2022	DATABASE INTERFACE FEE -	55.49	55.49
1/31/2023	0000179	BEERS, RICHARD B	Feb 2023	1/19/2023	RENTAL AGREEMENT	525.00	525.00
1/31/2023	0000503	EAGLE REPAIR & TOWING	6254	1/19/2023	TOWING	271.50	271.50
1/31/2023	0000539	EVERGREEN COLLISION, SEC	54090	11/29/2022	TOWING	1,281.15	
			53217	7/15/2022	TOWING	742.70	
			53898	10/8/2022	TOWING	371.35	2,395.20
1/31/2023	0000890	LANGUAGE LINE SERVICES, I	10688311	11/30/2022	INTERPRETER FEES	5.59	
			10711930	12/31/2022	INTERPRETER FEES - DEC 20	5.39	
			10666309	10/31/2022	INTERPRETER FEES - OCT 20	4.21	15.19
1/31/2023	0000918	LINCOLN STREET STATION	Account1-Dec22	1/4/2023	SHIPPING CHARGES	114.70	
			Account1-Nov20	11/30/2022	SHIPPING CHARGES	85.87	200.57
1/31/2023	0001022	MOTOROLA SOLUTIONS, INC	833023584	12/22/2022	FACTORY SERVICE OF APX70	669.12	669.12
1/31/2023	0001211	PENINSULA DAILY NEWS	PD-575240 - Jar	12/8/2022	52 WEEK NEWSPAPER SUBS	156.00	156.00
1/31/2023	0001426	SEQUIM, CITY OF	Feb 2023	1/19/2023	LEASE AGREEMENT	1,100.00	1,100.00
1/31/2023	0001543	SWANSONS SERVICES CORP	1677247	1/5/2023	INDIGENT PACKS	24.21	24.21
1/31/2023	0001603	TYLER TECHNOLOGIES INC.	045-400095	12/1/2022	SUPPORT & UPDATE LICENS	9,167.87	9,167.87
1/31/2023	0002588	IAPE, INTL ASSN FOR PROP & LI	965080	12/8/2022	REGISTRATION - PROPERTY,	395.00	
			LI965081	12/8/2022	REGISTRATION - EVIDENCE I	215.00	610.00
1/31/2023	0004212	KING, BRIAN	120422	12/4/2022	TRAVEL - OLYMPIA	92.50	92.50
1/31/2023	0020849	U S BANK	6730-Jan23	1/6/2023	AMAZON, AMERICAN AED	3,749.19	
			0097-Jan23	1/6/2023	1ST RACE CAR WASH, AMAZ	2,628.82	
			7400-Jan23	1/6/2023	AMAZON, SIMPLISAFE	2,259.44	
			8739-Jan23	1/6/2023	FERRY, CANDLEWOOD, AMAZ	1,466.14	
			4738-Jan23	1/6/2023	OLYMPIA HOTEL, FBI NATION	657.48	
			6528-Jan23	1/6/2023	AMAZON, PENINSULA AWARI	567.95	
			6236-Jan23	1/6/2023	ERIC'S RV, MASTER LOCKSM	396.71	
			0037-Jan23	1/6/2023	GLOBALSTAR	100.45	
			7275-Jan23	1/6/2023	LIVE VIEW	79.90	11,906.08
1/31/2023	0020862	GERMAN, NANCY	Feb 2023	1/19/2023	LEASE AGREEMENT	2,274.43	2,274.43
1/31/2023	0024610	WAPRO	5953	1/1/2023	2023 WAPRO MEMBERSHIP	25.00	25.00
1/31/2023	0024819	QUILEUTE TRIBE	Feb 2023	1/19/2023	LEASE AGREEMENT	1,200.00	1,200.00
1/31/2023	0029386	STOPPANI, BRANDON	121122	12/11/2022	TRAVEL - BURIEN	276.50	276.50

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1/31/2023	0033486	LN CURTIS & SONS INC	INV661717	12/23/2022	UNIFORM - EDWARDS	1,563.46		
			INV663832	12/30/2022	UNIFORM - MIDDLEKAUFF	221.95		
			inv646920	11/2/2022	UNIFORM - MIDDLEKAUFF	92.68	1,878.09	
1/31/2023	0041605	HOME DEPOT PRO	722067477	12/14/2022	JAIL & KITCHEN SUPPLIES	1,411.28		
			722713104	12/19/2022	JAIL SUPPLIES	252.42		
			722941853	12/20/2022	KITCHEN SUPPLIES	250.21		
			720918234	12/7/2022	JAIL SUPPLIES	61.64		
			721833465	12/13/2022	JAIL SUPPLIES	25.83	2,001.38	
1/31/2023	0041993	MORGAN, NELSON	120422	12/4/2022	TRAVEL - OAK HARBOR	169.63	169.63	
1/31/2023	0042636	HARBOR FOODSERVICE	532156	12/19/2022	FOOD	2,028.40		
			529183	12/12/2022	FOOD	1,853.63		
			527428	12/6/2022	CREDIT MEMO	-58.48	3,823.55	
1/31/2023	0044883	VERITONE INC	245055	11/22/2022	REDACT APPLICATION PROC	327.60	327.60	
Sub total for U S BANK:							39,164.91	

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Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0001136	OLYMPIC MEDICAL CENTER	OMC 1.19.23	1/19/2023	INMATE MEDICAL	2,977.11	2,977.11
1/31/2023	0001453	K BEN SKERBECK DDS PS, PE	Skерbeck 1.10.23	1/19/2023	INMATE MEDICAL	440.00	440.00
1/31/2023	0004826	OLYMPIC MEDICAL PHYSICIAN	71230732090	1/19/2023	INMATE MEDICAL	65.44	65.44
1/31/2023	0025115	RADIA INC PS	ZAAKWJ4	1/19/2023	INMATE MEDICAL	5.05	5.05
Sub total for U S BANK:							3,487.60

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Final Check List
CLALLAM COUNTY

Superior Court (1)

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000357	CLALLAM-JEFFERSON CO PR12-22 CF		1/19/2023	DECEMBER 2022 - COURT FA	440.00	440.00
1/31/2023	0001212	PENINSULA DISPUTE RESOL12-22 PDRC		1/19/2023	DECEMBER 2022 - PDRC SUF	925.00	925.00
Sub total for U S BANK:							1,365.00

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Final Check List
CLALLAM COUNTY

Superior Court(2) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000494	DRAKES U-BAKE PIZZA & SUE	DRA1823398	1/13/2023	22-1-00325-05, ST. V. SANDGI	185.77	185.77
1/31/2023	0001032	MULLINS, MARK D	MUL1823401	1/13/2023	21-4-00416-05, IN RE STOKES	2,430.86	
			MUL1823402	1/13/2023	21-4-00350-05, IN RE WILLS, C	891.34	3,322.20
1/31/2023	0001148	OLYMPIC SPRINGS INC	91746761	1/13/2023	12/01/22-WATER BOTTLES FC	68.16	68.16
1/31/2023	0001179	PACIFIC OFFICE EQUIPMENT	1114256	1/13/2023	12/2022-CONTRACT COST R/	91.69	
			1114254	1/13/2023	1/2023-CONTRACT BASE RAT	27.20	
			1114258	1/13/2023	1/2023-CONTRACT BASE RAT	27.20	
			1114257	1/13/2023	1/2023-CONTRACT BASE RAT	17.41	
			1114259	1/13/2023	12/2022-CONTRACT COST R/	14.96	
			1114255	1/13/2023	12/2022-CONTRACT COST R/	6.29	184.75
1/31/2023	0001764	WEST PAYMENT CENTER, TH	847691889	1/13/2023	JANUARY 2023, LAW LIBRAR'	278.28	278.28
1/31/2023	0022603	COMTE'S & ASSOCIATES INC	COMTE1823380	1/13/2023	22-8-00015-05, ST. V. ALWARI	3,000.00	3,000.00
1/31/2023	0029997	AIM SERVICES, PLLC	BAR1823379	1/13/2023	21-4-00370-05, JOHNSON V. S	992.67	992.67
1/31/2023	0039420	MUCKLEY, TIFFANY	MUC1823400	1/13/2023	DECEMBER 2022 - TRAVEL/M	217.50	217.50
1/31/2023	0045752	WELLNESS INTEGRATED SVC	BONJOS 2022	1/13/2023	22-1-00248-05, ST. V. BONES,	1,725.00	1,725.00
1/31/2023	0046683	ODP BUSINESS SOLUTIONS,	283583129001	1/13/2023	12/13/22-OFFICE SUPPLIES, F	440.42	
			283583490001	1/13/2023	12/13/22-OFFICE SUPPLIES, T	45.45	485.87
1/31/2023	0046965	WARREN, MICHELLE	WAR1823413	1/13/2023	DECEMBER 2022 - TRAVEL R/	25.00	25.00
1/31/2023	0046998	SCHIESS, NATELIE	230104	1/13/2023	22-4-00495-05, IN RE DELBRC	1,825.00	
			230101	1/13/2023	21-4-00337-05, IN RE GOIN, U	1,350.00	
			230105	1/13/2023	22-4-00090-05, IN RE BOULDE	750.00	
			230102	1/13/2023	22-4-00097-05, IN RE CLARK,	700.00	
			230107	1/13/2023	21-4-00141-05, IN RE RAMOZ-	550.00	
			230106	1/13/2023	22-4-00068-05, IN RE WIECHM	450.00	5,625.00
1/31/2023	0048018	INTERPRETING MATTERS LL	11581	1/13/2023	22-3-0023105, IN RE JUSTUS,	150.00	150.00
1/31/2023	0048039	DOHERTY, SETH	DOH1823397	1/13/2023	21-1-00007-05, ST. V. LANDRI	275.11	275.11
Sub total for U S BANK:							16,535.31

Clerk

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0027983	HYLAND SOFTWARE INC	LE01-287593	1/19/2023	EAC USAGE 12-15-22 / 1-15-23	209.30	209.30
1/31/2023	0046683	ODP BUSINESS SOLUTIONS,	285359101001	1/19/2023	CLERK'S OFFICE SUPPLIES	530.14	
			285808019001	1/19/2023	CLERK'S OFFICE SUPPLIES	35.46	565.60
1/31/2023	0048019	BELL, ROBERT	05-1-00568-7	1/19/2023	BLAKE LFO REFUND	63.93	63.93
1/31/2023	0048055	DUDLEY, IAN	98-1-00039-1	1/19/2023	BLAKE LFO REFUND	1,837.97	1,837.97
1/31/2023	0048056	WADDELL, DAVID	06-1-00037-3	1/19/2023	BLAKE LFO REFUND	2,300.00	
			06-1-00125-6	1/19/2023	BLAKE LFO REFUND	1,000.00	3,300.00
1/31/2023	0048057	PERCIVAL, SHANE	04-1-00333-3	1/19/2023	BLAKE LFO REFUND	887.92	
			10-1-00428-8	1/19/2023	BLAKE LFO REFUND	500.00	1,387.92
1/31/2023	0048059	WASHBURN, GENE	98-1-00271-8	1/19/2023	BLAKE LFO REFUND	560.44	
			05-1-00439-7	1/19/2023	BLAKE LFO REFUND	446.50	1,006.94
Sub total for U S BANK:							8,371.66

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Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0020849	U S BANK	EUSP231472842	1/18/2023	ALLIANZ GLOBAL ASSISTANC	21.88	
			EUSP231474525	1/18/2023	ALLIANZ GLOBAL ASSISTANC	21.88	43.76
1/31/2023	0040381	ACI PAYMENTS INC	100085682	1/18/2023	ONLINE PAYMENT RETURN C	12.00	12.00
1/31/2023	0048050	COVIUS DOCUMENT SVCS	LLDK117905	1/18/2023	CERTIFIED MAILING ENVELO	262.17	262.17
Sub total for U S BANK:							317.93

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Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/18/2023	0001036	MURREYS OLYMPIC DISPOSAMDC	1/18/23	1/18/2023	RECYCLE	39.96	39.96
1/18/2023	0001252	PORT ANGELES, CITY OF	KE7278 1/18/23	1/18/2023	UTILITIES	243.05	243.05
1/18/2023	0001300	PUBLIC UTILITY DISTRICT	WB3207 1/18/23	1/18/2023	UTILITIES	362.00	362.00
1/18/2023	0020849	U S BANK	GA1302 1/18/23	1/18/2023	FOOD	150.00	
			MA2952 1/18/23	1/18/2023	FUEL	150.00	
			MR0685 1/18/23	1/18/2023	FOOD	150.00	
			WG6056 1/18/23	1/18/2023	FOOD	150.00	
			HG1393 1/18/23	1/18/2023	FOOD	100.00	
			LR0480 1/18/23	1/18/2023	FUEL	100.00	
			RK3318 1/18/23	1/18/2023	FOOD	100.00	
			TM2565 1/18/23	1/18/2023	FOOD	100.00	1,000.00
Sub total for U S BANK:							1,645.01

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Final Check List
CLALLAM COUNTY

WSU Ext

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/31/2023	0000546	EXPRESS SERVICES, INC	28511340	1/31/2023	EXPRESS SERVICES	888.30	
			28486318	1/31/2023	EXPRESS SERVICES	729.68	1,617.98
1/31/2023	0029267	MOULTON, LAUREL	12.5.2022	1/31/2023	LAUREL MOULTON TRAVEL	42.60	42.60
1/31/2023	0039378	NORTH OLYMPIC PENINSULA	552	1/31/2023	NODC	400.00	400.00
1/31/2023	0045254	SLEDGEHAMMER MARKETIN	20	1/19/2023	SLEDGEHAMMER	975.00	975.00
Sub total for U S BANK:							3,035.58



16
JAN 31 2023

Payroll Ending: 01/15/2023

Gross Earnings:	\$791,904.76
Benefits Paid:	\$173,027.04
Total Expenditures:	\$964,931.80

STATE OF WASHINGTON)
COUNTY OF CLALLAM)

This is to certify that the foregoing 'Labor Distribution Totals by Fund' Report for the period herein indicated is a full, true, and correct representation of the earnings and benefits paid to all Clallam County employees as recorded in the books of original entry maintained by this office.

WITNESS MY HAND THIS 23rd DAY OF January 2023


SANDRA L WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the payroll herein specified has been disbursed and that the earnings and benefits listed above are approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

MIKE FRENCH

(County Administrator)

COPY

Payroll and Benefits Paid for semi-monthly payroll: January 25, 2023

Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employee s Paid by Fund #	Total Expenditures
COUNTY (Semi-Monthly)					
General Fund	00100	562,675.36	120,926.44	196	683,601.80
HHS	11301	27,163.94	5,768.12	14	32,932.06
Prosecutor-Local Crime Victim	11701	4,908.29	969.16	2	5,877.45
Treasurer- O&M	12201	1,130.82	235.82	1	1,366.64
Auditor-Doc Preservation	12401	603.15	125.14	1	728.29
Noxious Weed Control	13001	2,745.84	633.69	1	3,379.53
Veterans Relief	19914	4,104.15	852.53	2	4,956.68
American Rescue Plan Act	19961				0.00
HR-Risk Management	50401	13,020.42	3,037.22	4	16,057.64
HR-Workers Compensation	50501	1,653.32	363.86	2	2,017.18
Wellness Benefit/Transit Passes	50601				0.00
		618,005.29	132,911.98		750,917.27
ROADS					
PW - Roads	10101	135,972.72	31,641.04	59	167,613.76
PW - Flood Control	10135	4,583.08	1,018.79	4	5,601.87
PW - Solid Waste	40201	143.10	30.95	2	174.05
Clallam Bay/Sekiu Sewer	41401	10,923.89	2,345.60	9	13,269.49
PW - Carlsborg Sewer M&O	42401	871.87	182.24	6	1,054.11
ER&R	50301	21,404.81	4,896.44	18	26,301.25
Wellness Benefit/Transit Passes	50601				0.00
		173,899.47	40,115.06		214,014.53
TOTALS		791,904.76	173,027.04		964,931.80

Prepared by:


Angela D Klahn, Deputy Auditor

COPY

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Check Date: 01/25/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2023 to 01/15/2023-2 Cycle sc

Semi-Monthly

Page: 1

Fund Worked : 00100
Emps : 196

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		459,889.66	13,412.01	h	HOLIDAY		43,438.92	1,262.35
v	VACATION		19,418.37	522.98	s	SICK		11,676.40	382.50
o25v	OT X 2.5 - CORR VOLUNTEER/SH		9,241.72	114.50	sc15	HHS SCANNING PROJ OT X 1.5		4,981.79	119.75
o15s	OVERTIME X 1.5 - SHERIFF DEPT		3,970.83	72.35	fh	FLOATING HOLIDAY		1,753.86	64.00
ohjd	OT HOLIDAY - JUV DETENTION		1,699.37	48.00	accrd	ACCREDITATION PAY		1,052.33	
auto	AUTO ALLOWANCE CONTRACTU		850.00		aute	AUTO ALLOWANCE ELECTED		680.00	
bsba	BS/BA EDUCATION INCENTIVE		609.83		clth	CLOTHING ALLOWANCE		500.00	
o20m	OT X 2.0 - CORR MANDATORY/SH		418.86	6.00	o15j	OVERTIME x 1.5 - JUV DETENTION		413.74	12.00
oth	OVERTIME X 1.5 - HOURLY		399.93	29.50	oc1	ON CALL SHIFT DAY		393.86	11.00
uapr	URINE ANALYSIS PREMIUM		205.50		phsm	PHONE STIPEND SMART PHONE		180.00	
oh15	OVERTIME HOLIDAY X 1.5		161.08	3.50	fto	FTO PREMIUM		146.96	78.00
aspd	SHERIFF ACTING SUP PAY DEPU		114.72	60.00	oc2	ON CALL NON-SHIFT DAY		114.72	1.00
detpay	DETECTIVE PAY		99.43		cu	COMP USED		79.55	2.38
o10s	OVERTIME X 1.0 - SHERIFF DEPT		76.48	2.00	aaas	AA/AS EDUCATION INCENTIVE		58.04	
retr	RETRO PAY		36.79		asp	SHERIFF ACTING SUPERVISOR PAY		12.62	8.00
					Totals:			562,675.36	16,211.82

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	46,555.48
pers2	PERS 2 RETIREMENT	25,066.04
icm457	ICMA DEFERRED COMP	8,590.01
leoff2	LEOFF 2 RETIREMENT	4,473.86
pers3	PERS 3 RETIREMENT	3,303.73
udteam	UNION DUES - TEAMSTERS	3,093.40
n457	NATIONWIDE 457	1,147.50
dshs	DSHS CHILD SUPPORT	637.38
udpd	UNION DUES - 1619 D	519.82
pers1	PERS 1 RETIREMENT	381.91
evggar	EVERGREEN FIN GARNISHMENT	304.31
medpre	HEALTH INSURANCE PRE TAX	227.30
udps	UNION DUES - 1619 S	36.63
garnfe	GARNISHMENT FEE	0.50

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	34,617.96
401a	401A DEFERRED COMPENSATION	10,843.35
medtx	MEDICARE TAX	8,096.19
psers	PSERS RETIREMENT	3,847.66
fmlatx	WA Paid Family & Medical Leave	3,250.64
h457	MASSMUTUAL 457	1,283.04
l&i	L&I - SELF INSURED	1,119.01
rth457	ROTH-ICMA DEFERRED COMP	621.12
udmp	UNION DUES - 1619 MP	401.43
udcd	UNION DUES - 1619 CD C	339.68
udlc	UNION DUES - 1619 LC	302.25
udtint	TEAMSTERS INIT FEE or ADJ	100.00
udcs	UNION DUES - 1619 CS	30.88
Totals:		159,191.08

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	40,193.44

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	34,617.96

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2023 to 01/15/2023-2 Cycle sc

Page: 2

Fund Worked : 00100
Emps : 196

Benefit Code and Description	Amount
401a 401A DEFERRED COMPENSATION	10,134.97
medtx MEDICARE TAX	8,096.19
pers3 PERS 3 RETIREMENT	5,134.92
medpre HEALTH INSURANCE PRE TAX	1,260.00
pers1 PERS 1 RETIREMENT	661.32

Benefit Code and Description	Amount
l&i L&I - SELF INSURED	10,102.11
psers PSERS RETIREMENT	6,197.04
leoff2 LEOFF 2 RETIREMENT	2,779.74
fmlatx WA Paid Family & Medical Leave	1,216.97
unemp UNEMPLOYMENT	531.78

Totals: 120,926.44

Gross Earnings by Fund: 562,675.36 16,211.82

Total Fund Deductions: 159,191.08

Fund Net: 403,484.28

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2023 to 01/15/2023-2 Cycle sc

Page: 3

Fund Worked : 11301
Emps : 14

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		20,322.51	681.20	h	HOLIDAY		2,499.12	83.20
sc15	HHS SCANNING PROJ OT X 1.5		2,287.49	61.50	s	SICK		1,307.15	35.11
vp	VACATION PAYOFF		354.25	12.65	oth	OVERTIME X 1.5 - HOURLY		269.34	16.75
v	VACATION		117.89	3.99	spt	SICK PAYOFF - TERMINATION 10%		6.19	2.21
					Totals:			27,163.94	896.61
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		2,022.97	pers2	PERS 2 RETIREMENT		1,704.71		
socsec	SOCIAL SECURITY		1,684.19	401a	401A DEFERRED COMPENSATION		709.51		
icm457	ICMA DEFERRED COMP		562.52	medtx	MEDICARE TAX		393.86		
udteam	UNION DUES - TEAMSTERS		318.20	fmlatx	WA Paid Family & Medical Leave		158.12		
rth457	ROTH-ICMA DEFERRED COMP		77.94	l&i	L&I - SELF INSURED		63.45		
udmp	UNION DUES - 1619 MP		61.76	Totals:			7,757.23		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		2,784.89	socsec	SOCIAL SECURITY		1,684.19		
401a	401A DEFERRED COMPENSATIOI		419.56	l&i	L&I - SELF INSURED		399.61		
medtx	MEDICARE TAX		393.86	fmlatx	WA Paid Family & Medical Leave		59.21		
unemp	UNEMPLOYMENT		26.80	Totals:			5,768.12		
				Gross Earnings by Fund:			27,163.94	896.61	
				Total Fund Deductions:			7,757.23		
				Fund Net:			19,406.71		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2023 to 01/15/2023-2 Cycle sc

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Fund Worked : 11701
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,281.22	143.50	h	HOLIDAY		476.92	16.00
s	SICK		103.78	3.50	oth	OVERTIME X 1.5 - HOURLY		46.37	3.00
					Totals:			4,908.29	166.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		312.17	socsec	SOCIAL SECURITY		304.31		
fedtx	FEDERAL WITHHOLDING TAX		285.44	401a	401A DEFERRED COMPENSATION		123.64		
medtx	MEDICARE TAX		71.17	udtint	TEAMSTERS INIT FEE or ADJ		50.00		
udteam	UNION DUES - TEAMSTERS		35.00	fmlatx	WA Paid Family & Medical Leave		28.57		
l&i	L&I - SELF INSURED		11.35	Totals:			1,221.65		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		509.98	socsec	SOCIAL SECURITY		304.31		
medtx	MEDICARE TAX		71.17	401a	401A DEFERRED COMPENSATION		49.46		
l&i	L&I - SELF INSURED		18.64	fmlatx	WA Paid Family & Medical Leave		10.69		
unemp	UNEMPLOYMENT		4.91	Totals:			969.16		
				Gross Earnings by Fund:			4,908.29	166.00	
				Total Fund Deductions:			1,221.65		
				Fund Net:			3,686.64		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2023 to 01/15/2023-2 Cycle sc

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Fund Worked : 12201
Emps : 1

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	1,017.74	43.20	h HOLIDAY	113.08	4.80
			Totals:	1,130.82	48.00
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
fedtx FEDERAL WITHHOLDING TAX	133.23		pers2 PERS 2 RETIREMENT	71.92	
socsec SOCIAL SECURITY	70.11		401a 401A DEFERRED COMPENSATION	56.54	
medtx MEDICARE TAX	16.40		udteam UNION DUES - TEAMSTERS	15.90	
fmlatx WA Paid Family & Medical Leave	6.58		l&i L&I - SELF INSURED	3.42	
			Totals:	374.10	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
pers2 PERS 2 RETIREMENT	117.49		socsec SOCIAL SECURITY	70.11	
401a 401A DEFERRED COMPENSATION	22.61		medtx MEDICARE TAX	16.40	
l&i L&I - SELF INSURED	5.61		fmlatx WA Paid Family & Medical Leave	2.47	
unemp UNEMPLOYMENT	1.13				
			Totals:	235.82	
			Gross Earnings by Fund:	1,130.82	48.00
			Total Fund Deductions:	374.10	
			Fund Net:	756.72	

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2023 to 01/15/2023-2 Cycle sc

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Fund Worked : 12401
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		539.07	17.87	h	HOLIDAY		60.31	2.00
cu	COMP USED		3.77	0.12					
					Totals:			603.15	19.99
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		41.69	pers2	PERS 2 RETIREMENT		38.36		
socsec	SOCIAL SECURITY		37.39	icm457	ICMA DEFERRED COMP		25.00		
medtx	MEDICARE TAX		8.75	udteam	UNION DUES - TEAMSTERS		8.50		
fmlatx	WA Paid Family & Medical Leave		3.51	l&i	L&I - SELF INSURED		1.42		
				Totals:			164.62		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		62.67	socsec	SOCIAL SECURITY		37.39		
401a	401A DEFERRED COMPENSATIOI		12.07	medtx	MEDICARE TAX		8.75		
l&i	L&I - SELF INSURED		2.34	fmlatx	WA Paid Family & Medical Leave		1.32		
unemp	UNEMPLOYMENT		0.60						
				Totals:			125.14		
				Gross Earnings by Fund:			603.15	19.99	
				Total Fund Deductions:			164.62		
				Fund Net:			438.53		

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Labor Distribution Totals By Fund
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Fund Worked : 13001
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,436.91	71.00	h	HOLIDAY		274.61	8.00
s	SICK		34.32	1.00					
					Totals:			2,745.84	80.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		213.65	pers2	PERS 2 RETIREMENT		174.64		
socsec	SOCIAL SECURITY		170.24	401a	401A DEFERRED COMPENSATION		137.29		
medtx	MEDICARE TAX		39.82	udmp	UNION DUES - 1619 MP		30.88		
fmlatx	WA Paid Family & Medical Leave		15.98	l&i	L&I - SELF INSURED		6.33		
				Totals:			788.83		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		285.29	socsec	SOCIAL SECURITY		170.24		
l&i	L&I - SELF INSURED		74.69	401a	401A DEFERRED COMPENSATION		54.92		
medtx	MEDICARE TAX		39.82	fmlatx	WA Paid Family & Medical Leave		5.98		
unemp	UNEMPLOYMENT		2.75						
				Totals:			633.69		
				Gross Earnings by Fund:			2,745.84	80.00	
				Total Fund Deductions:			788.83		
				Fund Net:			1,957.01		

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Fund Worked : 19914
Emps : 2

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	3,698.28	131.00	h HOLIDAY	405.87	14.40
			Totals:	4,104.15	145.40
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
pers2 PERS 2 RETIREMENT	261.02		socsec SOCIAL SECURITY	254.46	
fedtx FEDERAL WITHHOLDING TAX	236.97		401a 401A DEFERRED COMPENSATION	165.61	
udtint TEAMSTERS INIT FEE or ADJ	100.00		medtx MEDICARE TAX	59.51	
udteam UNION DUES - TEAMSTERS	28.00		fmlatx WA Paid Family & Medical Leave	23.89	
l&i L&I - SELF INSURED	10.37		Totals:	1,139.83	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
pers2 PERS 2 RETIREMENT	426.42		socsec SOCIAL SECURITY	254.46	
401a 401A DEFERRED COMPENSATION	82.08		medtx MEDICARE TAX	59.51	
l&i L&I - SELF INSURED	17.01		fmlatx WA Paid Family & Medical Leave	8.95	
unemp UNEMPLOYMENT	4.10		Totals:	852.53	
			Gross Earnings by Fund:	4,104.15	145.40
			Total Fund Deductions:	1,139.83	
			Fund Net:	2,964.32	

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Fund Worked : 50401
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		11,545.75	238.31	h	HOLIDAY		1,250.03	26.00
auto	AUTO ALLOWANCE CONTRACTU		170.00		s	SICK		54.64	2.00
					Totals:			13,020.42	266.31
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,574.02	socsec	SOCIAL SECURITY		851.31		
h457	MASSMUTUAL 457		557.41	pers2	PERS 2 RETIREMENT		392.48		
medtx	MEDICARE TAX		199.10	icm457	ICMA DEFERRED COMP		162.46		
401a	401A DEFERRED COMPENSATIOI		155.33	fmlatx	WA Paid Family & Medical Leave		75.78		
l&i	L&I - SELF INSURED		19.78	Totals:			3,987.67		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
socsec	SOCIAL SECURITY		851.31	h457	MASSMUTUAL 457		693.99		
pers2	PERS 2 RETIREMENT		641.16	401a	401A DEFERRED COMPENSATION		457.39		
medtx	MEDICARE TAX		199.10	l&i	L&I - SELF INSURED		153.03		
fmlatx	WA Paid Family & Medical Leave		28.38	unemp	UNEMPLOYMENT		12.86		
				Totals:			3,037.22		
				Gross Earnings by Fund:			13,020.42	266.31	
				Total Fund Deductions:			3,987.67		
				Fund Net:			9,032.75		

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Fund Worked : 50501
Emps : 2

Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	1,515.27	30.06	h HOLIDAY	138.05	2.80
			Totals:	1,653.32	32.86
Deduction Code and Description	Amount		Deduction Code and Description	Amount	
fedtx FEDERAL WITHHOLDING TAX	201.22		401a 401A DEFERRED COMPENSATION	113.70	
icm457 ICMA DEFERRED COMP	112.77		pers2 PERS 2 RETIREMENT	104.08	
socsec SOCIAL SECURITY	102.81		medtx MEDICARE TAX	24.05	
fmlatx WA Paid Family & Medical Leave	9.62		l&i L&I - SELF INSURED	2.20	
			Totals:	670.45	
Benefit Code and Description	Amount		Benefit Code and Description	Amount	
pers2 PERS 2 RETIREMENT	171.78		socsec SOCIAL SECURITY	102.81	
401a 401A DEFERRED COMPENSATION	56.31		medtx MEDICARE TAX	24.05	
l&i L&I - SELF INSURED	3.64		fmlatx WA Paid Family & Medical Leave	3.61	
unemp UNEMPLOYMENT	1.66				
			Totals:	363.86	
			Gross Earnings by Fund:	1,653.32	32.86
			Total Fund Deductions:	670.45	
			Fund Net:	982.87	

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Fund Worked : - Totals -
Emps : 215

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	505,246.41	14,768.15	h	HOLIDAY	48,656.91	1,419.55
v	VACATION	19,536.26	526.97	s	SICK	13,176.29	424.11
o25v	OT X 2.5 - CORR VOLUNTEER/SH	9,241.72	114.50	sc15	HHS SCANNING PROJ OT X 1.5	7,269.28	181.25
o15s	OVERTIME X 1.5 - SHERIFF DEPT	3,970.83	72.35	fh	FLOATING HOLIDAY	1,753.86	64.00
ohjd	OT HOLIDAY - JUV DETENTION	1,699.37	48.00	accred	ACCREDITATION PAY	1,052.33	
auto	AUTO ALLOWANCE CONTRACTU	1,020.00		oth	OVERTIME X 1.5 - HOURLY	715.64	49.25
aute	AUTO ALLOWANCE ELECTED	680.00		bsba	BS/BA EDUCATION INCENTIVE	609.83	
clth	CLOTHING ALLOWANCE	500.00		o20m	OT X 2.0 - CORR MANDATORY/SHRF	418.86	6.00
o15j	OVERTIME x 1.5 - JUV DETENTIO	413.74	12.00	oc1	ON CALL SHIFT DAY	393.86	11.00
vp	VACATION PAYOFF	354.25	12.65	uapr	URINE ANALYSIS PREMIUM	205.50	
phsm	PHONE STIPEND SMART PHONE	180.00		oh15	OVERTIME HOLIDAY X 1.5	161.08	3.50
fto	FTO PREMIUM	146.96	78.00	oc2	ON CALL NON-SHIFT DAY	114.72	1.00
aspd	SHERIFF ACTING SUP PAY DEPU	114.72	60.00	detpay	DETECTIVE PAY	99.43	
cu	COMP USED	83.32	2.50	o10s	OVERTIME X 1.0 - SHERIFF DEPT	76.48	2.00
aaas	AA/AS EDUCATION INCENTIVE	58.04		retr	RETRO PAY	36.79	
asp	SHERIFF ACTING SUPERVISOR F	12.62	8.00	spt	SICK PAYOFF - TERMINATION 10%	6.19	2.21
				Totals:		618,005.29	17,866.99

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	51,264.67
pers2	PERS 2 RETIREMENT	28,125.42
icm457	ICMA DEFERRED COMP	9,452.76
leoff2	LEOFF 2 RETIREMENT	4,473.86
fmlatx	WA Paid Family & Medical Leave	3,572.69
pers3	PERS 3 RETIREMENT	3,303.73
l&i	L&I - SELF INSURED	1,237.33
rth457	ROTH-ICMA DEFERRED COMP	699.06
udpd	UNION DUES - 1619 D	519.82
pers1	PERS 1 RETIREMENT	381.91
evggar	EVERGREEN FIN GARNISHMENT	304.31
udtint	TEAMSTERS INIT FEE or ADJ	250.00
udps	UNION DUES - 1619 S	36.63
garnfe	GARNISHMENT FEE	0.50

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	38,092.78
401a	401A DEFERRED COMPENSATION	12,304.97
medtx	MEDICARE TAX	8,908.85
psers	PSERS RETIREMENT	3,847.66
udteam	UNION DUES - TEAMSTERS	3,499.00
h457	MASSMUTUAL 457	1,840.45
n457	NATIONWIDE 457	1,147.50
dshs	DSHS CHILD SUPPORT	637.38
udmp	UNION DUES - 1619 MP	494.07
udcd	UNION DUES - 1619 CD C	339.68
udlc	UNION DUES - 1619 LC	302.25
medpre	HEALTH INSURANCE PRE TAX	227.30
udcs	UNION DUES - 1619 CS	30.88
Totals:		175,295.46

Benefit Code and Description	Amount
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Benefit Code and Description	Amount
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Emps : 215

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	45,193.12
401a 401A DEFERRED COMPENSATIOI	11,289.37
medtx MEDICARE TAX	8,908.85
pers3 PERS 3 RETIREMENT	5,134.92
fmlatx WA Paid Family & Medical Leave	1,337.58
h457 MASSMUTUAL 457	693.99
unemp UNEMPLOYMENT	586.59

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	38,092.78
l&i L&I - SELF INSURED	10,776.68
psers PSERS RETIREMENT	6,197.04
leoff2 LEOFF 2 RETIREMENT	2,779.74
medpre HEALTH INSURANCE PRE TAX	1,260.00
pers1 PERS 1 RETIREMENT	661.32

Totals: 132,911.98

Grand Total Gross Earnings: 618,005.29 17,866.99

Grand Total Deductions: 175,295.46

Grand Total Net: 442,709.83

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Fund Worked : 10101
Emps : 59

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	106,901.51	3,280.00	h	HOLIDAY	14,265.97	440.00
s	SICK	5,998.24	187.75	v	VACATION	4,691.40	150.25
cu	COMP USED	2,356.14	85.50	fh	FLOATING HOLIDAY	1,048.23	24.00
o15r	OVERTIME X 1.5 - ROADS DEPT	863.92	19.50	fl	FUNERAL LEAVE	401.66	16.00
auto	AUTO ALLOWANCE CONTRACTUAL	340.00		c15r	COMP EARNED X 1.5 ROADS	-894.35	-18.00
				Totals:		135,972.72	4,185.00

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	11,056.76
pers2	PERS 2 RETIREMENT	8,105.07
401a	401A DEFERRED COMPENSATION	2,007.08
udteam	UNION DUES - TEAMSTERS	1,548.71
h457	MASSMUTUAL 457	644.13
pers3	PERS 3 RETIREMENT	441.36
dshs	DSHS CHILD SUPPORT	262.00
udmp	UNION DUES - 1619 MP	140.85

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	8,473.81
icm457	ICMA DEFERRED COMP	2,871.42
medtx	MEDICARE TAX	1,981.77
fmlatx	WA Paid Family & Medical Leave	794.98
c13gar	CHAPTER 13 GARNISHMENT	538.00
l&i	L&I - SELF INSURED	268.51
n457	NATIONWIDE 457	148.12
garnfe	GARNISHMENT FEE	1.00
Totals:		39,283.57

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	13,178.03
l&i	L&I - SELF INSURED	4,051.80
medtx	MEDICARE TAX	1,973.00
fmlatx	WA Paid Family & Medical Leave	296.33

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	8,436.35
401a	401A DEFERRED COMPENSATION	2,655.54
pers3	PERS 3 RETIREMENT	914.22
unemp	UNEMPLOYMENT	135.77
Totals:		31,641.04

Gross Earnings by Fund:	135,972.72	4,185.00
Total Fund Deductions:	39,283.57	
Fund Net:	96,689.15	

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Fund Worked : 10135
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,767.84	74.25	v	VACATION		407.62	8.00
h	HOLIDAY		407.62	8.00					
					Totals:			4,583.08	90.25
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		399.82	socsec	SOCIAL SECURITY		284.21		
pers2	PERS 2 RETIREMENT		267.65	401a	401A DEFERRED COMPENSATION		203.81		
medtx	MEDICARE TAX		66.48	udmp	UNION DUES - 1619 MP		32.12		
fmlatx	WA Paid Family & Medical Leave		26.68	pers3	PERS 3 RETIREMENT		18.10		
icm457	ICMA DEFERRED COMP		13.50	l&i	L&I - SELF INSURED		7.06		
				Totals:			1,319.43		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		437.24	socsec	SOCIAL SECURITY		284.21		
401a	401A DEFERRED COMPENSATION		95.41	l&i	L&I - SELF INSURED		81.93		
medtx	MEDICARE TAX		66.48	pers3	PERS 3 RETIREMENT		38.94		
fmlatx	WA Paid Family & Medical Leave		9.99	unemp	UNEMPLOYMENT		4.59		
				Totals:			1,018.79		
				Gross Earnings by Fund:			4,583.08		90.25
				Total Fund Deductions:			1,319.43		
				Fund Net:			3,263.65		

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Fund Worked : 40201
Emps : 2

Earnings Code & Description			Earnings Code & Description		
	Amount	Hours		Amount	Hours
r REGULAR	143.10	3.25			
			Totals:	143.10	3.25
Deduction Code and Description			Deduction Code and Description		
	Amount			Amount	
fedtx FEDERAL WITHHOLDING TAX	15.47		socsec SOCIAL SECURITY	8.88	
pers2 PERS 2 RETIREMENT	5.70		icm457 ICMA DEFERRED COMP	3.34	
pers3 PERS 3 RETIREMENT	2.59		medtx MEDICARE TAX	2.08	
udmp UNION DUES - 1619 MP	0.87		fmlatx WA Paid Family & Medical Leave	0.83	
l&i L&I - SELF INSURED	0.25				
			Totals:	40.01	
Benefit Code and Description			Benefit Code and Description		
	Amount			Amount	
pers2 PERS 2 RETIREMENT	9.31		socsec SOCIAL SECURITY	8.88	
pers3 PERS 3 RETIREMENT	5.56		401a 401A DEFERRED COMPENSATION	3.40	
medtx MEDICARE TAX	2.08		l&i L&I - SELF INSURED	1.26	
fmlatx WA Paid Family & Medical Leave	0.32		unemp UNEMPLOYMENT	0.14	
			Totals:	30.95	
			Gross Earnings by Fund:	143.10	3.25
			Total Fund Deductions:	40.01	
			Fund Net:	103.09	

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Fund Worked : 41401
Emps : 9

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		8,631.79	232.10	o15r	OVERTIME X 1.5 - ROADS DEPT		1,157.90	23.00
h	HOLIDAY		551.68	16.00	v	VACATION		464.44	12.00
retr	RETRO PAY		118.08						
					Totals:			10,923.89	283.10
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		844.14	pers2	PERS 2 RETIREMENT		642.35		
socsec	SOCIAL SECURITY		636.16	medtx	MEDICARE TAX		148.76		
udteam	UNION DUES - TEAMSTERS		81.12	icm457	ICMA DEFERRED COMP		71.72		
fmlatx	WA Paid Family & Medical Leave		59.71	udmp	UNION DUES - 1619 MP		31.74		
l&i	L&I - SELF INSURED		20.10	401a	401A DEFERRED COMPENSATION		13.78		
pers3	PERS 3 RETIREMENT		7.76	n457	NATIONWIDE 457		1.88		
				Totals:			2,559.22		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,118.31	socsec	SOCIAL SECURITY		677.32		
l&i	L&I - SELF INSURED		257.39	medtx	MEDICARE TAX		158.39		
401a	401A DEFERRED COMPENSATION		82.77	fmlatx	WA Paid Family & Medical Leave		23.81		
pers3	PERS 3 RETIREMENT		16.69	unemp	UNEMPLOYMENT		10.92		
				Totals:			2,345.60		
				Gross Earnings by Fund:			10,923.89	283.10	
				Total Fund Deductions:			2,559.22		
				Fund Net:			8,364.67		

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Fund Worked : 42401
Emps : 6

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		871.87	20.35					
					Totals:			871.87	20.35
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		78.66	socsec	SOCIAL SECURITY		54.08		
pers2	PERS 2 RETIREMENT		40.13	medtx	MEDICARE TAX		12.65		
icm457	ICMA DEFERRED COMP		12.61	pers3	PERS 3 RETIREMENT		11.64		
fmlatx	WA Paid Family & Medical Leave		5.08	udmp	UNION DUES - 1619 MP		4.69		
401a	401A DEFERRED COMPENSATION		4.04	udteam	UNION DUES - TEAMSTERS		1.90		
l&i	L&I - SELF INSURED		1.54						
				Totals:			227.02		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		65.57	socsec	SOCIAL SECURITY		54.08		
pers3	PERS 3 RETIREMENT		25.03	401a	401A DEFERRED COMPENSATION		14.45		
medtx	MEDICARE TAX		12.65	l&i	L&I - SELF INSURED		7.68		
fmlatx	WA Paid Family & Medical Leave		1.91	unemp	UNEMPLOYMENT		0.87		
				Totals:			182.24		
				Gross Earnings by Fund:			871.87		20.35
				Total Fund Deductions:			227.02		
				Fund Net:			644.85		

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Fund Worked : 50301
Emps : 18

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		18,595.90	582.05	h	HOLIDAY		1,487.82	48.00
s	SICK		852.92	32.00	v	VACATION		290.59	9.00
o15r	OVERTIME X 1.5 - ROADS DEPT		177.58	3.50					
Totals:								21,404.81	674.55

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,715.76
pers2	PERS 2 RETIREMENT	1,211.35
medtx	MEDICARE TAX	311.24
401a	401A DEFERRED COMPENSATION	136.15
pers3	PERS 3 RETIREMENT	120.92
l&i	L&I - SELF INSURED	45.02
h457	MASSMUTUAL 457	18.31

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	1,330.81
icm457	ICMA DEFERRED COMP	332.45
udteam	UNION DUES - TEAMSTERS	249.77
fmlatx	WA Paid Family & Medical Leave	124.97
dshs	DSHS CHILD SUPPORT	102.00
udmp	UNION DUES - 1619 MP	36.77
garnfe	GARNISHMENT FEE	0.50
Totals:		5,736.02

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	1,972.71
l&i	L&I - SELF INSURED	585.00
medtx	MEDICARE TAX	310.38
fmlatx	WA Paid Family & Medical Leave	46.66

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	1,327.11
401a	401A DEFERRED COMPENSATION	381.90
pers3	PERS 3 RETIREMENT	251.27
unemp	UNEMPLOYMENT	21.41
Totals:		4,896.44

Gross Earnings by Fund:	21,404.81	674.55
Total Fund Deductions:	5,736.02	
Fund Net:	15,668.79	

Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2023 to 01/15/2023-2 Cycle s

Fund Worked : - Totals -
Emps : 65

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		138,912.01	4,192.00	h	HOLIDAY		16,713.09	512.00
s	SICK		6,851.16	219.75	v	VACATION		5,854.05	179.25
cu	COMP USED		2,356.14	85.50	o15r	OVERTIME X 1.5 - ROADS DEPT		2,199.40	46.00
fh	FLOATING HOLIDAY		1,048.23	24.00	fl	FUNERAL LEAVE		401.66	16.00
auto	AUTO ALLOWANCE CONTRACTUAL		340.00		retr	RETRO PAY		118.08	
c15r	COMP EARNED X 1.5 ROADS		-894.35	-18.00					
					Totals:			173,899.47	5,256.50

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	14,110.61
pers2	PERS 2 RETIREMENT	10,272.25
medtx	MEDICARE TAX	2,522.98
udteam	UNION DUES - TEAMSTERS	1,881.50
h457	MASSMUTUAL 457	662.44
c13gar	CHAPTER 13 GARNISHMENT	538.00
l&i	L&I - SELF INSURED	342.48
n457	NATIONWIDE 457	150.00

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	10,787.95
icm457	ICMA DEFERRED COMP	3,305.04
401a	401A DEFERRED COMPENSATION	2,364.86
fmlatx	WA Paid Family & Medical Leave	1,012.25
pers3	PERS 3 RETIREMENT	602.37
dshs	DSHS CHILD SUPPORT	364.00
udmp	UNION DUES - 1619 MP	247.04
garnfe	GARNISHMENT FEE	1.50
Totals:		49,165.27

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	16,781.17
l&i	L&I - SELF INSURED	4,985.06
medtx	MEDICARE TAX	2,522.98
fmlatx	WA Paid Family & Medical Leave	379.02

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	10,787.95
401a	401A DEFERRED COMPENSATION	3,233.47
pers3	PERS 3 RETIREMENT	1,251.71
unemp	UNEMPLOYMENT	173.70
Totals:		40,115.06

Grand Total Gross Earnings:	173,899.47	5,256.50
Grand Total Deductions:	49,165.27	
Grand Total Net:	124,734.20	



1C
JAN 31 2023

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of January 23 – 27, 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, January 23, 2023. Present were Commissioners Ozias, Johnson, and French and Administrator Sill.

Items of discussion per the agenda published January 19 were:

- Calendar/Correspondence
- Agreement with Clallam Conservation District for Onsite Septic Cost-share Program
- Agreement with Clallam Conservation District for Pollution, Identification, and correction Programs
- Agreement with Sequim School District for Developmental Disability Programs
- Agreement with Quillayute Valley School District for Developmental Disability Programs
- Agreement amendment 1 with Department of Ecology for solid waste activities/\$30,839.93
- Agreement amendment 1 with Department of Ecology for solid waste activities/\$67,390.88
- Contract amendment B with Salish Behavioral Health Organization for Criminal Justice Treatment
- Review and call for hearing to be held Tuesday, February 14, 2023 at 10:30 a.m. regarding Amending Clallam County Policy 220 Classification, Work Hours, and Compensation
- Review and call for hearing to be held Tuesday, February 14, 2023 at 10:30 a.m. regarding Amending Clallam County Policy 225 Employee Benefits
- Resolution canceling uncollectible personal property taxes
- Discussion on 2022 refunds and 2023 refund levy

Board recessed at 10:43 a.m. and reconvened at 10:50 a.m.

- Review and approval of updated Right of Way Procedures for Roads Department
- Certification of the 2023 Road Levy & Estimated Revenue Produced/County Road Administration Board
- Small Business Development Center update
- Letter to House and Senate Transportation Committees regarding US 101 Simdars Bypass Project funding in 2025-27
- Commissioners' internal assignments for internal/cross departmental projects
- Legislative Session update
- United Way of Clallam County American Rescue Plan Act Funding update and next steps
- Agreement with Clallam County Public Works for Hotel/Motel Tax Funds – Olympic Discovery Trails Project/\$250,000

Meeting concluded at 1:22 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, January 24, 2023. Also present were Commissioner Johnson and French and Administrator Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CRJm to adopt the agenda as presented, CMFs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on item 1c

CONSENT AGENDA

- 1a Approval of vouchers for the week of January 16
- 1b Approval of minutes for the week of January 16
- 1c Letter to House and Senate Transportation Committees regarding US 101 Simdars Bypass Project funding in 2025-27

ACTION TAKEN: CRJm to adopt the consent agenda, CMFs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of January 23 – 27, 2023
Page 2

REPORTS AND PRESENTATIONS

- CMF commented on Department Natural Resources, Clallam Transit Consultant, Olympic Coast National Marine Sanctuary Meeting, Port Angeles School District Capital Advisory Committee
- CRJ commented on Olympic Consortium Board Meeting, housing
- CMO commented on Salish Behavioral Health Meeting, opioid settlement

ADMINISTRATION

2a Certification of amended Taxing District Levy Budgets to Assessor

ACTION TAKEN: CRJm to adopt, CMFs, mc

2b Call for hearing to be held Tuesday, February 7, 2023 at 10:30 a.m. regarding proposed sale of surplus property

ACTION TAKEN: CRJm to issue, CMFs, mc

PUBLIC COMMENT

- Kris Water, Parkwood Sequim, commented on Parkwood Community, affordable housing
- Martha Lawson, Parkwood Sequim, commented Parkwood Community, affordable housing
- Peg Burris, Parkwood Sequim, commented on Parkwood Community, affordable housing
- Jack Wike, Parkwood Sequim, commented on Parkwood Community, affordable housing
- Sharon Lohman, Parkwood Sequim, commented on Parkwood Community, affordable housing
- Angela Harmon, Parkwood Sequim, commented on Parkwood Community, affordable housing
- Mary Lohman, Parkwood Sequim, commented on Parkwood Community, affordable housing
- Lorraine Powell, Parkwood Sequim, commented on Parkwood Community, affordable housing
- Paul, Pickett, Port Angeles, commented on Parkwood Community, Proclamation regarding Orcas
- Ed Bowen, Clallam Bay, commented on District III Commissioner – Department of Natural Resources and west end meetings, Section 605 Funds, 8 projects discussed at work session on January 23, Deputy Chief Financial Officer – grant management, Olympic National Park and Olympic National Forest work session on February 6
- Doug Wright, Sequim, commented on Parkwood Community, affordable housing, City of Sequim municipal code, manufactured homes, protection of the parks – zoning overlay

Meeting concluded at 11:16 a.m. and continued to 9 a.m., Monday, January 30, 2023.

There are no Zoom chat logs for the week of January 23.

The Board of Commissioners attended WSAC Virtual Update, William Shore Memorial Pool District Meeting, Coffee with Colleen, WSAC Virtual Legislative Update, and Port Angeles Community Awards Gala during the week of January 23.

PASSED AND ADOPTED this 31st day of January 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CMF Commissioner Mike French

m moved
mc motion carried
s seconded

Public Comment
Paul Pickett
1/24/2023

PROCLAMATION

Declaration of Rights for the Southern Resident Orcas

WHEREAS, the Southern Resident Orcas (the Orcas) have been a sacred, spiritual species to the indigenous people and Tribes of the North Olympic Peninsula since time immemorial; and

WHEREAS, the Southern Resident Orcas (the Orcas) are culturally and economically important to the people of Washington State and the world. However, despite legal protections for nearly two decades, the population continues to decline and is critically endangered, with only 73 of these magnificent individuals left in the wild; and

WHEREAS, the Orcas' survival is dependent on healthy and functioning ecosystems including the Salish Sea, the Fraser River Watershed, the Columbia River Basin, and the lower Snake River Watershed; and

WHEREAS, the rights of marine mammals to exist and flourish have been recognized internationally and locally, including through the Helsinki Declaration (2010), the Marine Life Proclamation of the City of Malibu, California (2014), and the City of San Francisco's resolution guaranteeing the Free and Safe Passage of Whales and Dolphins in San Francisco's Coastal Waters (2014); and

WHEREAS, in May 2018, the Affiliated Tribes of Northwest Indians of the United States, passed a resolution (Resolution #18-32) recognizing the Orcas (also known as Blackfish) as revered relations for which there is a sacred obligation to ensure they are treated "in a dignified manner that reflects tribal cultural values that have been passed down for countless generations"; and

WHEREAS, over 20 countries, dozens of local communities in the United States, and several tribal governments have recognized that Nature has inherent rights, and that human society has the responsibility to protect and steward Nature in a manner consistent with our interconnected relationship; and

WHEREAS, Nature and all living beings, including the Southern Resident Orcas and the ecosystems upon which they depend, are recognized as possessing inherent rights, including to exist, flourish, evolve, regenerate, recover, and be restored.

WHEREAS, the rights of the Southern Resident Orcas include, but are not limited to, the right to: life, autonomy, culture, free and safe passage, adequate food supply from naturally occurring sources, and freedom from conditions causing physical, emotional, or mental harm, including a habitat degraded by noise, pollution and contamination;

NOW THEREFORE, the Clallam County Board of Commissioners do hereby proclaim a Declaration of Rights for the Southern Orcas and urges action by local, state, federal, and tribal governments to secure the ecosystems upon which these orcas depend.

January 24, 2023

P. Chett

Dear County Commissioners,

My name is Kniss Kevorkian. I am the founder of Legal Rights for the Salish Sea. We're a small group of community members based in Gig Harbor doing all we can to educate our neighbors and decision makers to recognize the inherent rights of the Southern Resident Orcas. We're fortunate to be partners with the Earth Law Center on their Rights for the Southern Resident Orcas (SRO) campaign.

As you know, the SROs are declining for many reasons with the main one being lack of their preferred food source: Chinook salmon. I researched the SROs in 2001 when I coined the term *environmental grief* and asked scientists how they were coping with their decline. At that time, I don't think anyone could predict how poorly the SROs would fare over the years.

Last December, we made history! The city of Port Townsend was the first city to sign a proclamation supporting our campaign recognizing the inherent rights of the SROs. Gig Harbor followed a week later, and Langley a week after that. Most recently, on January 17th, Jefferson County became the first county to support our campaign.

A range of the SRO Rights campaign includes:

- Inside Climate News
- The Orcasonian
- The Olympic Peninsula Environmental News
- KNKX
- Seattle Times
- KING 5
- South Whidbey Record
- Peninsula Daily News

As Ken Balcomb, the world's preeminent observer of the Southern Residents, said: *For us to be able to live on this planet with those amazing creatures, it's a gift. And we're killing the gift.*

We are hoping that the Clallam County Commission will consider supporting our campaign recognizing the inherent rights of the Southern Resident Orcas by issuing the attached Proclamation.

If you have any questions, please let me know. Thank you for your time and consideration.

Sincerely,

Kniss

Kniss Kevorkian, PhD, MSW

Founder and CEO of A Grieving World

Founder of Legal Rights for the Salish Sea

Portland, Oregon, U.S.

Our Elders remind us that the killer whales are the ones that teach us, reminding "our" children under the waves. They are members of our family, and we have a sacred obligation to help heal and protect them. Recognizing our relations' inherent rights is critical to this work. We are guided by ancestors and our culture, and we appreciate these Proclamations that bring us all together in our shared responsibility of an earth that belongs and belongs to our own future generations."

-Squal-le-be-de, Raynold Morris

Chaqu'emish matriarch and Lummi Nation tribal member.



2a

AGENDA ITEM SUMMARY

JAN 31 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: HHS-Environmental Health

WORK SESSION ☒ **Meeting Date: 01/23/2023**

REGULAR AGENDA ☒ **Meeting Date: 01/31/2023**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100511-22-CCD-DOH | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Personal Services Agreement between Environmental Health (EH) and Clallam Conservation District (DDC) is a time extension of the current Onsite Septic cost-share program. CCD is a project partner and sub-recipient for the National Estuary Program (NEP)/Department of Health Pollution, Identification, and Correction (PIC) grant (contract #CLH18239). EH is working to extend the original contract with DOH to September 30, 2023.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funds are in the 2023 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Sign the Personal Services Agreement with Clallam Conservation District.

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jen Garcelon

Relevant Departments: _____

Date submitted: 01/18/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

2023-01-17 Agenda Item Summary_CCD PSA

Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Clallam Conservation District

Address: 228 W First Street, Suite H
Port Angeles, WA 98362

Phone No: 360-775-3747 x 103

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B - Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☒ Attachment E (specify) -Department of Health Contract #CLH18239

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day October 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of September 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

The Clallam Conservation District

Mark Ozias, Chair


Digitally signed by Kim Williams
DN: cn=Kim Williams, o=ou,
email=kim.williams@clallamcd.org,
c=US
Date: 2022.12.29 11:51:46 -08'00'

Print name: Kim Williams

Title: District Manager

Date: December 29, 2022

ATTEST:

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

SCOPE OF WORK**BACKGROUND and PURPOSE:**

The County has received a Washington State Department of Health (DOH) NEP NTA 0153-- Pollution Identification and Correction grant (#CLH31005) to continue work in the Sequim Bay/Dungeness Watershed Clean Water District Pollution Identification & Correction (PIC) Project through September 30, 2023. The purpose of this agreement is to clearly identify the services to be performed by Clallam Conservation District (Contractor) related to this grant project and the corresponding compensation to be provided by the County.

CONTRACTOR AGREES:

To contribute staff and other resources to help the County fulfill its DOH grant deliverables as described below, particularly under PIC Grant task 4, and to adhere to the requirements of Section 106 described in the contract.

Task 4 – Clallam Conservation District Onsite Septic Cost-Share Program Implementation: The Contractor shall conduct outreach to landowners and stakeholders regarding its OSS repair cost-share program; assist applicants with the application process; review and approve/disapprove applications; complete the cost-share process through installation and County approval; conduct administrative tasks for grant reporting, coordination, and cost-share reimbursement; maintain project records and submit grant reporting information; collect and report necessary information for payment vouchers; provide administrative assistance to participants to meet reporting requirements for cost-share reimbursement; submit progress reports and cost-share reimbursements with the number, type, cost and location, as well as before and after photos of each OSS repair project completed and in progress, and the total amount spent for each reporting period, and a running total.

Section 106 –

Before any ground disturbing work has started the Subrecipient will work with DOH to conduct cultural resource review for funded repairs in a timely manner. The Subrecipient will submit an EZ1 Form and will maintain an up-to-date Inadvertent Discovery Plan (IDP). (The IDP is also submitted as a deliverable.) The Subrecipient shall comply with the additional requirements under Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

Subrecipient shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. Activities associated with archaeological and historic resources are an eligible reimbursable cost subject to approval by DOH.

Subrecipient shall:

- a) Contact DOH NEP Program to discuss any Cultural Resources requirements for the project:
 - For capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) Submit an Inadvertent Discovery Plan (IDP) to DOH prior to implementing any project that involves ground disturbing activities. DOH will provide the IDP form. DOH shall:
 - Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the DOH NEP Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the DOH NEP Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

COUNTY AGREES TO:

Reimburse the Contractor in a timely manner following receipt of completed invoices and supporting documentation. The total reimbursement amount shall not exceed \$189,193.

IT IS MUTUALLY AGREED THAT:

Both parties agree to be responsible for the undertaking of this project. No acquisition, holding, or disposal of real or personal property is anticipated for this undertaking.

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☒ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly + fringe rates:

<i>Name/Position</i>	<i>Hourly Rate + Fringe</i>
Jennifer Bond, Conservation Planner	\$64.41
Meghan Adamire, Conservation Planner	\$70.28
Kevin Merrigan, Conservation Planner	\$37.50
Judy minnoch, Bookkeeper/Administrative Assistant	\$47.69
Kim Williams, District Manager	\$65.33

Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above who performed work in furtherance of this contract; number of hours worked; hourly wage, costs covered by item "2.c" below, completed tasks for which compensation is sought; estimated percentage of task completion; and payment amount requested;

In no event shall Contractor be compensated in excess of one hundred eighty-nine thousand and one hundred ninety-three DOLLARS (\$189,193.00) for the completed work set forth in Attachment "A."

2. AND

☐ **a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☒ **c.** Other (specify): Labor, materials, and other costs relevant to the scope of work.

GENERAL CONDITIONS

1. **Scope of Contractor's Services.** The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. **Accounting and Payment for Contractor Services.** Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. **Delegation and Subcontracting.** Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. **Independent Contractor.** The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. **No Guarantee of Employment.** The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. **Regulations and Requirements.** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. **Right to Review.** This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.
 - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Katie Kowal

Title: Environmental Health Specialist

Address: 111 E. 3rd Street,
Port Angeles, WA 98362

Telephone: 360-417-2415

E-mail: katie.kowal@clallamcountywa.gov

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☒ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following: Work performed, employee wages, and hours each employee worked

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.



2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- ☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property damage	\$50,000 per occurrence
	\$100,000 aggregate
- ☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail)

	\$ per occurrence
--	-------------------
- ☒ **WORKERS COMPENSATION:**

	Statutory amount
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☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death \$ per occurrence

\$ aggregate

Property damage liability \$ per occurrence

\$ aggregate

☐ BUSINESS AUTOMOBILE LIABILITY: \$ per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$ _____) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☒ 4. Other (specify):

Invoices and work summaries shall be submitted at least quarterly but no more than monthly.

Contractor agrees to adhere to all funding guidelines outlined in the DOH contract.

Department of Health Contract #CLH31005

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: NEP PIC NTA 0153 Enhanced Phase 2 -
Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision Revision # (for this SOW) 3

Period of Performance: January 1, 2022 through November 30, 2023

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work (SOW) is to protect and recover (upgrade) harvestable shellfish beds within Dungeness Bay. Tasks include: monitor water quality, and identify and correct sources of pollution (e.g., onsite sewage systems, agriculture, pet waste) in Upper Matriotti Creek and Bell Creek, as well as previous PIC focus areas. This work also supports an OSS cost-share program as a subaward to Clallam Conservation District.

Note: The total funding allocation is the estimated unspent funding from the 2018-2021 contract and may be adjusted if necessary in a future contract amendment.

Revision Purpose: The purpose of this revision is to update tasks related to training and education and outreach.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
PS SSI 1-5 PIC TASK 4	261K1208	66.123	333.66.12	01/01/22	11/30/23	267,677	0	267,677
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						267,677	0	267,677

GOALS & MEASURABLE OBJECTIVES

This simply summarizes key deliverables and measures called out in the tasks below. This table is a component of the FEATS report.

Description (e.g., "shellfish beds reopened")	Units (e.g., "acres")	Targets ("number")
Number of upgraded acres from Conditionally Approved to Approved in Dungeness Bay	Acres	90
Number of landowners in PIC target area educated about purpose of PIC projects to improve water quality	Landowners	100
Number of priority pollution sources identified in PIC focus area(s)	On-site septic systems (OSS), agriculture, pet waste	5
Number of OSS failures identified	OSS failures	10
Number of OSS failures corrected	OSS corrected	10
Number of OSS cost share projects completed	OSS Corrected	5



2b

AGENDA ITEM SUMMARY

JAN 31 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: HHS-Environmental Health

WORK SESSION ☒ **Meeting Date:** 01/23/2023

REGULAR AGENDA ☒ **Meeting Date:** 01/31/2023

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100511-22-CCD-DOE | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Personal Services Agreement between Environmental Health (EH) and Clallam Conservation District (CCD) is a time extension of the current Pollution, Identification, and Correction (PIC) program. CCD is a project partner with the Washington State Department of Ecology (DOE) Water Quality Contract #WQC-2020-CLCHHS-00011. EH is working to extend the original contract with DOE to now end June 30, 2023. With this agreement, CCD focuses on PIC education and outreach and providing agricultural best management practices technical assistance.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funds are in the 2023 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Sign the Personal Services Agreement with Clallam Conservation District.

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jen Garcelon

Relevant Departments: _____

Date submitted: 01/18/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy

2023-01-17 Agenda Item Summary_CCD PSA DOE

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Clallam Conservation District

Address: 228 W First Street, Suite H
Port Angeles, WA 98362

Phone N°: 360-775-3747 x 103

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☒ Attachment E (specify) –Department of Ecology Contract #WQC-2020-CLCHHS-00011

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day October 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Clallam Conservation District

Kim Williams
Digitally signed by Kim Williams
DN: cn=Kim Williams, o=CCD,
email=kim.williams@clallamcd.org, c=US
Date: 2022.12.29 11:34:51 -0800

Print name: Kim Williams

Title: District Manager

Date: December 29, 2022

ATTEST:

Mark Ozias, Chair

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

SCOPE OF WORK**BACKGROUND and PURPOSE:**

The County has received a Washington State Department of Ecology (hereinafter called Ecology) Pollution Identification and Correction grant (#WQC-2020-CLCHHS-00011) to continue work in the Sequim Bay/Dungeness Watershed Clean Water District Pollution Identification & Correction (PIC) Project through June 30, 2023. The purpose of this agreement is to clearly identify the services to be performed by the Clallam County Conservation District (Contractor) related to this grant project and the corresponding compensation to be provided by the County.

CONTRACTOR AGREES:

To contribute staff and other resources to help the County fulfill its Ecology grant deliverables, particularly under PIC Grant tasks 2 and 4 as described below.

- 1) *Task 2—Public Outreach and Education:* The Contractor shall participate in project partner meetings at least quarterly, report on work performed in a format developed by the project partners, participate in public open house events with landowners in the project area (as scheduled), provide input in the overall adaptive management of the PIC Program.
- 2) *Task 4—Agricultural Best Management Practices Technical Assistance:* The Contractor will take the lead working with farmers where agricultural practices are suspected to impact water quality in the project area. The Contractor shall provide technical assistance to farmers regarding agricultural Best Management Practices, keep project partners apprised of assistance provided, and keep project partners apprised of any referrals to the Washington Department of Ecology (ECY) for enforcement. The Contractor will assist in pollution correction efforts (especially where the Contractor has expertise in connecting owners of failing septic systems with financial assistance resources).
- 3) *Grant and Loan Administration:* The Contractor shall submit invoices for reimbursement of completed work. Invoices must be submitted at least quarterly but no more frequently than monthly. All work must reflect the scope of work outlined in this agreement. Invoices shall include a description of work, hourly rates, and total hours worked. Progress reports shall be submitted quarterly. Grant and Loan Administration time may be charged to the task(s) associated with work completed during the invoice period, Task 2 and/or Task 4.

COUNTY AGREES TO:

Reimburse the Contractor in a timely manner following receipt of completed invoices and supporting documentation. The total reimbursement amount shall not exceed \$10,000.

IT IS MUTUALLY AGREED THAT:

Both parties agree to be responsible for the undertaking of this project. No acquisition, holding, or disposal of real or personal property is anticipated for this undertaking.

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** Payments for completed tasks shall be made no more frequently than X monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☒ **b. HOURLY + FRINGE RATES:** For services rendered, the County shall compensate the Contractor at the following hourly + fringe rates:

<i>Name/Position</i>	<i>Hourly + Fringe Rate</i>
Jen Bond, Conservation Planner	\$64.41
Meghan Adamire, Conservation Planner	\$70.28
Kevin Merrigan, Field Technician	\$37.50
Judy Minnoch, Bookkeeper	\$47.69
Kim Williams, District Manager	\$65.33

Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above who performed work in furtherance of this contract; number of hours worked; hourly wage, costs covered by item "2.c" below, completed tasks for which compensation is sought; estimated percentage of task completion; and payment amount requested;

In no event shall Contractor be compensated in excess of Ten Thousand DOLLARS (\$10,000.00) for the completed work set forth in Attachment "A."

2. AND

☐ **a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☒ **c.** Other (specify): Labor, materials, and other costs relevant to the scope of work.

GENERAL CONDITIONS

1. **Scope of Contractor's Services.** The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. **Accounting and Payment for Contractor Services.** Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. **Delegation and Subcontracting.** Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. **Independent Contractor.** The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. **No Guarantee of Employment.** The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. **Regulations and Requirements.** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. **Right to Review.** This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.
 - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Katie Kowal

Title: Water Quality Specialist

Address: 111 E. 3rd Street,
Port Angeles, WA 98362

Telephone: 360-417-2415

E-mail: katie.kowal@clallamcountywa.gov

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

- ☒ 1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☒ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following: Work performed, employee wages, and hours each employee worked

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

- ☒ 2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- ☒ **COMMERCIAL GENERAL LIABILITY:**
- | | | |
|--|-------------|------------------|
| Bodily injury, including death | \$1,000,000 | per occurrence |
| | \$2,000,000 | aggregate |
| Property damage | \$50,000 | per occurrence |
| | \$100,000 | aggregate |
| ☐ ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail) | \$ | per occurrence |
| ☐ WORKERS COMPENSATION: | | Statutory amount |

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|----|----------------|
| Bodily injury, liability, including death | \$ | per occurrence |
| | \$ | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | aggregate |
- ☐ BUSINESS AUTOMOBILE LIABILITY: \$ per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

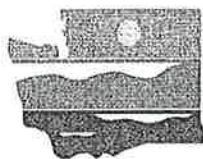
The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- ☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

- ☒ 4. Other (specify):.

Invoices and work summaries shall be submitted at least quarterly but no more than monthly.

Contractor agrees to adhere to all funding guidelines outlined in the Ecology contract.

DEPARTMENT OF
ECOLOGY
State of Washington22
3/10/20**Agreement No. WQC-2020-CICHHS-00011****WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****CLALLAM COUNTY HEALTH AND HUMAN SERVICES**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Clallam County Health and Human Services, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Sequim Bay-Dungeness Watershed Pollution Identification and Correction
Total Cost:	\$240,000.00
Total Eligible Cost:	\$240,000.00
Ecology Share:	\$180,000.00
Recipient Share:	\$60,000.00
The Effective Date of this Agreement is:	12/01/2019
The Expiration Date of this Agreement is no later than:	11/30/2022
Project Type:	Nonpoint Source Activity

Project Short Description:

The Sequim Bay-Dungeness Watershed Pollution Identification and Correction project decreases bacteria entering marine waters from upland sources by investigating and correcting non-point pollution sources. Improved water quality should decrease adverse human health impacts and increase commercial and recreational shellfish harvest opportunities. Specifically, this project helps restore access to "downgraded" shellfish growing areas in Dungeness Bay.

Project Long Description:

The Sequim Bay-Dungeness Watershed Pollution Identification and Correction (PIC) project safeguards human health and the environment by protecting water quality and investigating and correcting upland sources of bacterial pollution that impact Sequim Bay-Dungeness Watershed Clean Water District (District) waters.

This PIC project is a collaborative effort between Clallam County Environmental Health, Jamestown S'Klallam Tribe,



2C
JAN 31 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Health & Human Services

WORK SESSION ☒ Meeting Date: January 23, 2023

REGULAR AGENDA ☒ Meeting Date: January 31, 2023

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-22-SSD | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Interagency Agreement is between Clallam County Health and Human Services and Sequim School District for provision of Transition Program Services for eligible students who experience intellectual and developmental disabilities which focuses on providing vocational training and/or supported employment opportunities. The Agreement is effective September 1, 2022 to August 31, 2023 for a maximum consideration of \$43,200.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funds are in the HHS budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve and sign.

County Official signature & print name:

KEVIN L. ACCOLA

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: HHS

Date submitted: January 11, 2023

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary - 11331-22-SSD

Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

INTERAGENCY AGREEMENT

Between

CLALLAM COUNTY

And

SEQUIM SCHOOL DISTRICT

This Agreement is entered into between Clallam County Department of Health and Human Services, hereinafter referred to as "**the County**" and Sequim School District hereinafter referred to as "**the District**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Purpose

Clallam County Department of Health and Human Services, through this Agreement will contract with Sequim School District to perform as described in **Attachment A**.

Section 2. Term

This Agreement shall commence on September 1, 2022 and will terminate on August 31, 2023.

Section 3. Scope of Work

The District agrees to participate in the services, identified on **Attachment A**.

- A. The District supports the County's Developmental Disabilities program goals and objectives.
- B. The County shall provide monthly progress reports from Vocational Provider Vendors as detailed in **Attachment A**.

Section 4. Compensation

The County shall be paid by the District for completed work under this Agreement as follows:

- A. Payment for Transition Services as outlined in **Attachment B** shall not exceed \$43,200.00 without an express written amendment signed by both parties to this agreement. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
- B. County shall bill and the District will pay for Transition Services for a maximum consideration of \$43,200.00.

- C. The Vocational Provider Vendors may submit invoices to the County for Transition services completed by August 31, 2023. The County will review such invoices, and upon reasonable approval thereof, payment will be made to the vendor in the amount approved. Payment will not be unreasonably withheld and the Vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective. Invoices for services will be submitted on a monthly basis, due by the 10th of the month following delivery of services.
- D. The County will make final payment of any balance due the Vendor promptly upon its ascertainment and verification after the completion of the services under this Agreement and its reasonable acceptance by the County. Payment will not be unreasonably withheld and the vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- E. The County, District and Vendor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- F. Each invoice submitted by the Vendor to the County for Vendor provided services in fulfillment of this contract shall reflect the number of hours utilized in fulfilling the obligations of the Vendor under this contract and shall also include detailed expenses related to fulfillment of this contract as described in Attachment A, Section County, Item 7F.

Section 5. Compliance with Laws

The District, County and Vendor shall, in participating in the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 6. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, and employees in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and

acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

Section 7. Insurance

The District shall obtain and keep in force during the terms of the Agreement, or as otherwise required.

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence.
- B. District shall provide proof of insurance to the County, in care of, Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities 111 E 3rd Street - Port Angeles, WA 98362, prior to commencing services.
- C. The District shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- D. Each party certifies that it is self-insured, is a member of a risk pool, or maintains insurance of not less than \$1,000,000.00 of combined single limit coverage. The County shall pay for losses for which it is found liable. The District shall pay for losses for which it is found liable.

Section 8. Independence

The District and the County agree that all parties are independent with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither party shall be entitled to any benefits accorded employees by virtue of the services provided under this agreement. Neither party shall be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee of the other party's employees.

Section 9. Reporting

The Vocational Provider Vendor will provide a report to the County for payment for services provided. This report will be submitted with the appropriate invoice.

Section 10. Termination

- A. Termination for Convenience

Either party may terminate this Agreement for convenience, including because of a change in available funding, by providing at least 30 days' advance written notice to the other party.

B. Termination for Default

In the event of a default by either party under this Agreement, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Agreement if the default is not cured within 30 days of the date of the notice or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

C. General Termination Provision

Whenever this Agreement is terminated in accordance with this Section 11, the District shall be entitled to payment for training completed. An equitable adjustment in the contract price for partially completed items of training will be made, but such adjustment shall not include provision for loss of deleted or uncompleted training.

Section 11. Modification

This Agreement may be modified at any time by written agreement of all parties.

Section 12. Integrated Agreement

This Agreement together with Attachments or addenda represents the entire and integrated agreement between the County and the District and supersedes all prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and District.

Section 13. Notice

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

If to the County:

Clallam County Department of Health and Human Services
111 E 3rd Street
Port Angeles, WA 98362
Attention: Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities

If to the District:

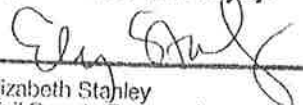
Sequim School District
503 N Sequim Avenue
Sequim, WA 98382
Attention: Regan Nickels, Superintendent

Either party may change its address for notice by providing written notice to the other party.

Approved this _____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

Approved as to form only by:

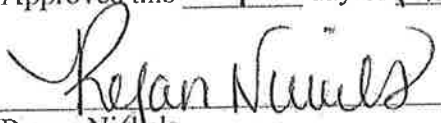

Elizabeth Stahley
Civil Deputy Prosecuting Attorney
Clallam County

Mark Ozias, Chair

ATTEST:

Clerk of the Board

Approved this 7 day of November, 2022


Regan Nickels
Superintendent
Sequim School District

ATTACHMENT "A"
(SCOPE OF WORK)

The County will provide Transition planning services that focus on providing vocational training and/or supported employment opportunities to eligible District students between the ages of sixteen and twenty-one, with a specific focus on the last two years of school.

Transition Services

District

The District will be responsible for the overall coordination of activities for eligible Sequim School District students including Individualized Education Programs (IEP's) and Transition Services. The District will be responsible to provide:

1. A list that identifies all students who should receive transition planning services.
 - A. Student has accessed the District's on and off campus and community vocational opportunities.
 - B. Student's DDD eligibility is confirmed.
 - C. Student is between the ages of 16-21, with a priority of those students in their final two years of high school.
 - D. Student and family have completed a Person Centered Plan (PCP) and/or has a clearly articulated Post School Outcome goal as noted on IEP.
 - E. Student has applied for services with the Division of Vocational Rehabilitation (DVR).
 - F. Through the IEP* process, the student and parent are presented the Transition Services option and Written Responsibilities/Commitment to the Program. **IEP potential team members may include the student, parent, CCDD Representative, DDD Case Manager, School IEP Case Manager, DVR Counselor, Vocational Teacher(s), Transition Specialist and/or LSS Administrator.*
 - G. A Transition Service Level Request for each student for the school year from September 1st until June 30th each year. A separate request will be initiated prior to June 30th each year for all students approved for extended school year services by their IEP Team.
2. Team Meeting and notification to the student's chosen vocational provider.
 - A. IEP Case Manager will assume continued responsibility for setting up meetings. **IEP team members may include those outlined above in section 1, item f, in addition to the identified vocational provider.*
 - B. IEP Case Manager will have available all vocational materials and data (PCP, FVE, student portfolio, current IEP, current reevaluation).
 - C. Ensure that a County-supported Vendor has been selected and student/family has selected the Vocational Provider they would like to work with.
 - D. Contractual services formally begin.
 - E. IEP Case Manager will document and notify County of extended school year approvals prior to June 30th of each contract year to assure funding for services during July and August of that school year.

3. Collaborative staff that will identify each student's Transition planning services needs in writing.
 - A. Including identified activities, steps for implementation, student/staff involved and projected timelines.
 - B. Discuss and determine roles of participants.
-

County

The County will be responsible for the coordination of selected Vocational Services from Vendors as indicated by the Sequim School District for eligible students. The County will be responsible to provide:

1. A point of contact for the District.
2. Training to the District staff on Clallam County Developmental Disabilities adult services.
3. Resource materials.
4. Vendor Selection services to student and family to assist in their informed choice of a Vocational Provider. These services include:
 - Orientation to Vendor Selection services and the available array of services and providers in Clallam County who are willing to work with the Sequim School District.
 - Planning assistance for interview process.
 - Logistical supports for interviews.
 - De-briefing supports.
 - Written notice is provided to student/family, Sequim School District, Clallam County Health & Human Services and Vocational Provider regarding the selection of the Vocational Provider.
5. Benefit Analysis services when requested.
6. Match Sequim School District funding with Clallam County Millage Funds
7. Qualified Vocational Providers who will:
 - A. Collaborate with District staff and keep them informed of activities, progress and timelines as outlined in the IEP;
 - B. Effectively communicate with the student's family and their case manager, informing them of activities, progress and timelines as outlined in the IEP;
 - C. Develop individualized vocational services plan when needed;
 - D. Develop individualized budget to implement the vocational services plan and submit to District Administrator and County staff;
 - E. Work closely with District staff for purposes of transportation needs. Qualified Vocational Providers may only transport students in the private vehicles of staff according to their contract agreement with the County; and

F. Provide monthly written progress reports according to County format to Clallam County Health & Human Services which include:

- 1.) Direct service hours to the student.
- 2.) Hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development.
- 3.) Student's wages earned.
- 4.) Hours worked.
- 5.) Progress on work skills and behaviors as identified and outlined on IEP.

ATTACHMENT "B"
(COMPENSATION)

I. Supplemental Billing Procedures

- A. The County shall bill the District monthly for each authorized student. Transition planning services reimbursement rates are as follows:

Vendor Selection Services

- 1.) Clallam County will provide these services at no cost to the Sequim School District.

Employment Services

- 1.) Standard rates:

- Maximum of 20 hours per month of support provided to individual student.
- \$30.00 per hour of support provided to individual student; maximum of \$600.00/month per student.

- 2.) Individualized rates will be pre-authorized by the District in writing.

Benefit Analysis Services

- 1.) Standard Rate: \$35.00 per hour per student

Maximum of 2 hours. Additional hours pre-authorized by the District in writing.

- B. The County will provide student monthly written progress reports according to County specified format with each invoice.



2d
JAN 31 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** January 23, 2023

REGULAR AGENDA ☒ **Meeting Date:** January 31, 2023

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-22-QVSD |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Interagency Agreement is between Clallam County Health and Human Services and Quillayute Valley School District for provision of Transition Program Services for eligible students who experience intellectual and developmental disabilities which focuses on providing vocational training and/or supported employment opportunities. The Agreement is effective September 1, 2022 to August 31, 2023 for a maximum consideration of \$50,400.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funds are in the HHS budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please approve and sign.

County Official signature & print name:  KEVIN LaPico

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: HHS

Date submitted: January 11, 2023

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary - 11331-22-QVSD
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

INTERAGENCY AGREEMENT
Between
CLALLAM COUNTY
And
QUILLAYUTE VALLEY SCHOOL DISTRICT

This Agreement is entered into between Clallam County Department of Health and Human Services, hereinafter referred to as "**the County**" and Quillayute Valley School District hereinafter referred to as "**the District**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Purpose

Clallam County Department of Health and Human Services, through this Agreement will contract with Quillayute Valley School District to perform as described in **Attachment A**.

Section 2. Term

This Agreement shall commence on September 1, 2022 and will terminate on August 31, 2023.

Section 3. Scope of Work

The District agrees to participate in the services, identified on **Attachment A**.

A. The District supports the County's Developmental Disabilities program goals and objectives.

B. The County shall provide monthly progress reports from Vocational Provider Vendors as detailed in **Attachment A**.

Section 4. Compensation

The County shall be paid by the District for completed work under this Agreement as follows:

A. Payment for Transition Services as outlined in **Attachment B** shall not exceed \$50,400.00 without an express written amendment signed by both parties to this agreement. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.

B. County shall bill and the District will pay for Transition Services for a maximum consideration of \$50,400.00.

- C. The Vocational Provider Vendors may submit invoices to the County for Transition services completed by August 31, 2023. The County will review such invoices, and upon reasonable approval thereof, payment will be made to the vendor in the amount approved. Payment will not be unreasonably withheld and the Vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective. Invoices for services will be submitted on a monthly basis, due by the 10th of the month following delivery of services.
- D. The County will make final payment of any balance due the Vendor promptly upon its ascertainment and verification after the completion of the services under this Agreement and its reasonable acceptance by the County. Payment will not be unreasonably withheld and the vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- E. The County, District and Vendor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- F. Each invoice submitted by the Vendor to the County for Vendor provided services in fulfillment of this contract shall reflect the number of hours utilized in fulfilling the obligations of the Vendor under this contract and shall also include detailed expenses related to fulfillment of this contract as described in Attachment A, Section County, Item 7F.

Section 5. Compliance with Laws

The District, County and Vendor shall, in participating in the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 6. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, and employees in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and

acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

Section 7. Insurance

The District shall obtain and keep in force during the terms of the Agreement, or as otherwise required.

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence.
- B. District shall provide proof of insurance to the County, in care of, Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities 111 E 3rd Street · Port Angeles, WA 98362, prior to commencing services.
- C. The District shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- D. Each party certifies that it is self-insured, is a member of a risk pool, or maintains insurance of not less than \$1,000,000.00 of combined single limit coverage. The County shall pay for losses for which it is found liable. The District shall pay for losses for which it is found liable.

Section 8. Independence

The District and the County agree that all parties are independent with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither party shall be entitled to any benefits accorded employees by virtue of the services provided under this agreement. Neither party shall be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee of the other party's employees.

Section 9. Reporting

The Vocational Provider Vendor will provide a report to the County for payment for services provided. This report will be submitted with the appropriate invoice.

Section 10. Termination

A. Termination for Convenience

Either party may terminate this Agreement for convenience, including because of a change in available funding, by providing at least 30 days' advance written notice to the other party.

B. Termination for Default

In the event of a default by either party under this Agreement, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Agreement if the default is not cured within 30 days of the date of the notice or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

C. General Termination Provision

Whenever this Agreement is terminated in accordance with this Section 11, the District shall be entitled to payment for training completed. An equitable adjustment in the contract price for partially completed items of training will be made, but such adjustment shall not include provision for loss of deleted or uncompleted training.

Section 11. Modification

This Agreement may be modified at any time by written agreement of all parties.

Section 12. Integrated Agreement

This Agreement together with Attachments or addenda represents the entire and integrated agreement between the County and the District and supersedes all prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and District.

Section 13. Notice

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

If to the County:

Clallam County Department of Health and Human Services
111 E 3rd Street
Port Angeles, WA 98362
Attention: Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities

If to the District:

Quillayute Valley School District
411 S Spartan Avenue
Forks, WA 98331
Attention: Diana Reaume, Superintendent

Either party may change its address for notice by providing written notice to the other party.

Approved this _____ day of _____, 2022

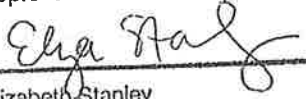
BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

Mark Ozias, Chair

ATTEST:

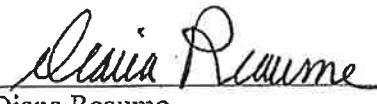
Clerk of the Board

Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

Approved this 19TH day of December, 2022



Diana Reaume
Superintendent
Quillayute Valley School District

ATTACHMENT "A"
(SCOPE OF WORK)

The County will provide Transition planning services that focus on providing vocational training and/or supported employment opportunities to eligible District students between the ages of sixteen and twenty-one, with a specific focus on the last two years of school.

Transition Services

District

The District will be responsible for the overall coordination of activities for eligible Quillayute Valley School District students including Individualized Education Programs (IEP's) and Transition Services. The District will be responsible to provide:

1. A list that identifies all students who should receive transition planning services.
 - A. Student has accessed the District's on and off campus and community vocational opportunities.
 - B. Student's DDD eligibility is confirmed.
 - C. Student is between the ages of 16-21, with a priority of those students in their final two years of high school.
 - D. Student and family have completed a Person Centered Plan (PCP) and/or has a clearly articulated Post School Outcome goal as noted on IEP.
 - E. Student has applied for services with the Division of Vocational Rehabilitation (DVR).
 - F. Through the IEP* process, the student and parent are presented the Transition Services option and Written Responsibilities/Commitment to the Program. **IEP potential team members may include the student, parent, CCDD Representative, DDD Case Manager, School IEP Case Manager, DVR Counselor, Vocational Teacher(s), Transition Specialist and/or LSS Administrator.*
 - G. A Transition Service Level Request for each student for the school year from September 1st until June 30th each year. A separate request will be initiated prior to June 30th each year for all students approved for extended school year services by their IEP Team.
2. Team Meeting and notification to the student's chosen vocational provider.
 - A. IEP Case Manager will assume continued responsibility for setting up meetings. **IEP team members may include those outlined above in section 1, item f, in addition to the identified vocational provider.*
 - B. IEP Case Manager will have available all vocational materials and data (PCP, FVE, student portfolio, current IEP, current reevaluation).
 - C. Ensure that a County-supported Vendor has been selected and student/family has selected the Vocational Provider they would like to work with.
 - D. Contractual services formally begin.
 - E. IEP Case Manager will document and notify County of extended school year approvals prior to June 30th of each contract year to assure funding for services during July and August of that school year.

3. Collaborative staff that will identify each student's Transition planning services needs in writing.
 - A. Including identified activities, steps for implementation, student/staff involved and projected timelines.
 - B. Discuss and determine roles of participants.

County

The County will be responsible for the coordination of selected Vocational Services from Vendors as indicated by the Quillayute Valley School District for eligible students. The County will be responsible to provide:

1. A point of contact for the District.
2. Training to the District staff on Clallam County Developmental Disabilities adult services.
3. Resource materials.
4. Vendor Selection services to student and family to assist in their informed choice of a Vocational Provider. These services include:
 - Orientation to Vendor Selection services and the available array of services and providers in Clallam County who are willing to work with the Quillayute Valley School District.
 - Planning assistance for interview process.
 - Logistical supports for interviews.
 - De-briefing supports.
 - Written notice is provided to student/family, Quillayute Valley School District, Clallam County Health & Human Services and Vocational Provider regarding the selection of the Vocational Provider.
5. Benefit Analysis services when requested.
6. Match Quillayute Valley School District funding with Clallam County Millage Funds
7. Qualified Vocational Providers who will:
 - A. Collaborate with District staff and keep them informed of activities, progress and timelines as outlined in the IEP;
 - B. Effectively communicate with the student's family and their case manager, informing them of activities, progress and timelines as outlined in the IEP;
 - C. Develop individualized vocational services plan when needed;
 - D. Develop individualized budget to implement the vocational services plan and submit to District Administrator and County staff;
 - E. Work closely with District staff for purposes of transportation needs. Qualified Vocational Providers may only transport students in the private vehicles of staff according to their contract agreement with the County; and

F. Provide monthly written progress reports according to County format to Clallam County Health & Human Services which include:

- 1.) Direct service hours to the student.
- 2.) Hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development.
- 3.) Student's wages earned.
- 4.) Hours worked.
- 5.) Progress on work skills and behaviors as identified and outlined on IEP.

ATTACHMENT "B"
(COMPENSATION)

1. Supplemental Billing Procedures

- A. The County shall bill the District monthly for each authorized student. Transition planning services reimbursement rates are as follows:

Vendor Selection Services

- 1.) Clallam County will provide these services at no cost to the Quillayute Valley School District.

Employment Services

- 1.) Standard rates:
- Maximum of 20 hours per month of support provided to individual student.
 - \$30.00 per hour of support provided to individual student; maximum of \$600.00/month per student.
- 2.) Individualized rates will be pre-authorized by the District in writing.

Benefit Analysis Services

- 1.) Standard Rate: \$35.00 per hour per student

Maximum of 2 hours. Additional hours pre-authorized by the District in writing.

- B. The County will provide student monthly written progress reports according to County specified format with each invoice.

2e



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) JAN 31 2023

Department: HHS-Environmental Health

WORK SESSION ☒ Meeting Date: 01/23/2023

REGULAR AGENDA ☒ Meeting Date: 01/31/2023

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 100511-21-DOE-SW

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Ecology (DOE) Local Solid Waste and Financial Assurance (LSWFA) funds solid waste activities in two-year cycles; the current cycle is Jul 2021-Jun 2023. During budgeting in the sixth quarter of the agreement, we found we were unable to spend as much of the grant funds as projected. The grant amount had doubled from the previous two-year grant cycle.

This amendment deobligates \$30,839.93 of grant funds back to Ecology (75% of the total project cost of \$41,119.91). The deobligated funds are redistributed to other solid waste enforcement projects within the region. During the last cycle, EH received deobligated funds.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

This does not affect the 2023 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Sign Amendment #1 with DOE.

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jen Garcelon

Relevant Departments:

* Work Session Meeting - Submit 1 single sided/not stapled copy

2023-01-23 Agenda Item Summary_Amendment #1 SWE

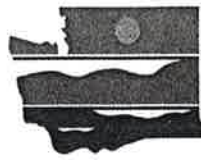
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

Date submitted: 01/18/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy 2023-01-23 Agenda Item Summary_Amendment #1 SWE
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



DEPARTMENT OF
ECOLOGY
State of Washington

**AMENDMENT NO. 1
TO AGREEMENT NO. SWMLSWFA-2021-CICHHS-00046
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CLALLAM CO HEALTH AND HUMAN SERVICES**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CLALLAM CO HEALTH AND HUMAN SERVICES (RECIPIENT) for the SWE Clallam Co HHS (PROJECT).

This amendment will decrease the agreement total eligible cost by \$41,119.91 from \$191,229.33 to \$150,109.42 (and by \$30,839.93 from \$143,422.00 to \$112,582.06 in state share).

Decreased funds from this AGREEMENT will be re-obligated to other agreement(s) through the "unspent" process. The agreement scope of work and expected outcomes remain the same because the RECIPIENT originally overestimated the cost.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Eligible Cost:

Original: 191,229.33 Amended: 150,109.42

Project Short Description:

Original:

Clallam County Health and Human Services will spend \$191,229.33 to monitor solid waste handling facilities for compliance with rules and regulations, resolve solid waste complaints, and work to prevent solid waste violations from occurring at facilities and in the community through education and outreach.

Amended:

Clallam County Health and Human Services will spend \$150,109.42 to monitor solid waste handling facilities for compliance with rules and regulations, resolve solid waste complaints, and work to prevent solid waste violations from occurring at facilities and in the community through education and outreach.

CHANGES TO THE BUDGET

Funding Distribution EG220034

Funding Title: Clallam Co. HHS

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/23/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)
Fund: FD
Type: State
Funding Source %: 100%
Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Clallam Co. HHS	Task Total
Solid Waste Enforcement	\$ 150,109.42

Total: \$ 150,109.42

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$150,109.42

Task Title: Solid Waste Enforcement

Task Description:

Activity - Solid Waste Handling Facility/Site Compliance (Permitted/Exempt)

The following work is expected to be performed under this activity by the RECIPIENT,

Compliance monitoring at solid waste handling facilities and sites using the following regulations as applicable to each facility or site:

- Chapter 173-350 WAC Solid Waste Handling Standards
- Chapter 173-351 WAC Criteria for Municipal Solid Waste Landfills
- Chapter 173-304 WAC Minimum Functional Standards for Solid Waste Handling
- All related local solid waste regulations or codes

Monitoring of existing and new facilities or sites requiring a permit will be accomplished through

- Issuing or renewing permits
- At least one inspection annually at each permitted facility or site
- Oversight and technical assistance
- Review of groundwater data
- Annual review of financial assurance

RECIPIENT will complete at least one inspection per calendar year at each permitted solid waste facility. RECIPIENT will track facilities monitored and include the information in quarterly progress reports, including uploading a copy of inspection reports conducted in the quarter. RECIPIENT will file all issued permits to ECOLOGY.

A list of facilities by name and permit status is located in the uploads form on the EAGL Application Menu page.

New solid waste permit applications and notices of exemption considered during the Agreement period for facilities not identified under this task may be managed under this Agreement.

RECIPIENT costs covered by solid waste facility fees for inspections, permit issuance or renewal are not eligible for reimbursement.

Activity - Solid Waste Investigation, Assistance and Enforcement:

The following work is expected to be performed under this activity by the RECIPIENT,

- Track the numbers of complaints received separate from the numbers of complaints resolved
- Offer technical assistance about solid waste regulations and how to prevent violations
- Investigate solid waste related complaints or concerns, track each investigation separately even if at the same location
- Assist in the proper handling of abandoned or illegally stored junk or nuisance vehicles (at RECIPIENT's discretion)
- Enforce as necessary
- Provide public education about proper handling and disposal methods, and how to prevent violations

Expected Task Costs- Costs eligible for reimbursement:

- RECIPIENT employee time
- RECIPIENT employee participation in trainings, workshops and or conferences must be pre-approved by ECOLOGY if not already listed as eligible in this scope of work
- RECIPIENT must follow the state of Washington travel requirements as prescribed in chapter 43.03 RCW and Chapter 10 of the State Administrative & Accounting Manual from the Office of Financial Management. Travel costs, including per diem, are reimbursed up to the state rate
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified in the task's scope of work or pre-approved in writing by Ecology

Task Goal Statement:

The goal of this task is to protect human health and the environment by preventing and correcting violations of solid waste rules and regulations. RECIPIENT expects to accomplish this goal by providing technical assistance and education, compliance monitoring, and enforcement when necessary.

Task Expected Outcome:

90 permitted and conditionally exempt solid waste facility or site inspections

22 solid waste facility site permit reviews

75 solid waste complaints resolved, excluding solid waste facilities or sites

Recipient Task Coordinator: Eli Owens

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clallam Co. HHS	25 %	\$ 37,527.36	\$ 112,582.06	\$ 150,109.42
Total		\$ 37,527.36	\$ 112,582.06	\$ 150,109.42

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2021.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CLALLAM CO HEALTH AND HUMAN SERVICES

By: _____

Laurie Davies
Solid Waste Management
Program Manager

Date

By: _____

Mark Ozias
Commissioner

Date

Template Approved to Form by
Attorney General's Office



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

28
JAN 31 2023

Department: HHS-Environmental Health

WORK SESSION ☒ Meeting Date: 01/23/2023

REGULAR AGENDA ☒ Meeting Date: 01/31/2023

Required originals approved and attached? ☒
Will be provided on:

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 100511-21-DOE-SW

☐ Resolution ☐ Proclamation ☐ Budget Item
☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Ecology (DOE) Local Solid Waste and Financial Assurance (LSWFA) funds solid waste activities in two-year cycles; the current cycle Jul 2021-Jun 2023. During budgeting in the sixth quarter of the agreement, we found we are unable to spend all the grant funds in task #1 for education and outreach. Additionally, EH originally accepted funds for homeless encampment response, task #2. EH worked with the PAO for initial program guidance including development of a Standard Operating Procedure (SOP). After developing the SOP, EH worked with local municipalities to solicit interest to subcontract encampment response. EH reached out to all three cities and the County at least three times on different agency levels and no agency accepted the request. There were hurdles in receiving the funds and for agencies to accept funds. No agency was interested in the homeless encampment response funds at this time; some expressed no need or no staff to take on the project.

This amendment deobligates \$67,390.88 of grant funds back to Ecology (75% of the total project cost of \$89,854.50). The deobligated funds are redistributed to other solid waste planning and implementation projects within the region before the end of the state fiscal year in June 2023.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

This does not affect the 2023 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Sign Amendment #1 with DOE.

* Work Session Meeting - Submit 1 single sided/not stapled copy 2023-01-23 Agenda Item Summary_Amendment #1 MRW
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jen Garcelon

Relevant Departments: _____

Date submitted: 01/18/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy 2023-01-23 Agenda Item Summary_Amendment #1 MRW
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 1
TO AGREEMENT NO. SWMLSWFA-2021-CICHHS-00047
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CLALLAM CO HEALTH AND HUMAN SERVICES

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CLALLAM CO HEALTH AND HUMAN SERVICES (RECIPIENT) for the IMP Clallam Co HHS (PROJECT).

This amendment will decrease the agreement total eligible cost by \$89,854.50 from \$129,333.33 to \$39,478.83 (and by \$67,390.88 from \$97,000 to \$29,609.12 in state share).

The task cost for Task 1 is decreased by \$27,581.65 from \$66,666.33 to \$39,084.68 (by \$20,686.24 from \$49,999.75 to \$29,313.51 in state share).

The task cost for Task 2 is decreased by \$62,272.85 from \$62,667 to \$394.15 (by \$46,704.64 from \$47,000.25 to \$295.61 in state share).

Decreased funds from this AGREEMENT will be re-obligated to other agreement(s) through the "unspent" process.

Task 1 - the agreement scope of work and outcomes remain the same because RECIPIENT originally overestimated the cost.

Task 2 - the agreement outcomes are all reduced to zero; RECIPIENT is unable to continue the original scope of work.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Eligible Cost:

Original: 129,333.33 Amended: 39,478.83

Project Short Description:

Original:

Clallam County Health and Human Services (CCHHS) will spend \$129,333.33 to educate homeowners and small businesses on the proper moderate risk waste management, and assist and partner with local organizations in the cleanup of homeless encampments.

Amended:

Clallam County Health and Human Services (CCHHS) will spend \$39,478.83 to educate homeowners and small businesses on proper moderate risk waste management and attempt to partner with local organizations in the cleanup of homeless encampments.

CHANGES TO THE BUDGET

Funding Distribution EG220030

Funding Title: Clallam Co HHS

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/23/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Clallam Co HHS	Task Total
MRW Collection and Management	\$ 39,084.68
Homeless Encampment Response	\$ 394.15

Total: \$ 39,478.83

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$39,084.68

Task Title: MRW Collection and Management

Task Description:

Task work to be performed by RECIPIENT:

Coordinate a hazardous waste collection event and disposal with the City of Forks

RECIPIENT is not participating in the PaintCare product stewardship program and will be implementing a special collection

event. Ecology encourages RECIPIENT to contact PaintCare to coordinate PaintCares presence at events. PaintCare will take all acceptable products during the event at no charge to the RECIPIENT, resulting in a cost savings to the RECIPIENT. LSWFA will not cover the costs at collection events that are covered by PaintCare.

Activity: Household Hazardous Waste Assistance

Outreach to Clallam County residents on the proper handling, storage and disposal of household hazardous waste (HHW), and on least toxic alternatives. This outreach will promote the use of the Moderate Risk Waste facility located in and operated by the City of Port Angeles. The operation of the MRW facility and the collection, transport, and disposal of HHW is funded under a separate agreement with the City of Port Angeles.

Surveys will be mailed to MRW facility customers to track usage, identify the types of HHW collected from households, and to measure effectiveness of the RECIPIENT's HHW education and outreach programs. Additional data on the impact of the RECIPIENT's education and outreach programs will be gathered through on-line polling, and by tracking the number of phone inquiries, number of new contacts at events, and the number of social media reads, shares, and mentions.

Completion of a report (Final Planning Document) on the effectiveness of the RECIPIENT's HHW education and outreach programs, which will include the results of the on-line polling of residents and MRWFcustomer mail surveys.

The report will include the following data:

- Number of customers using the MRWF provided by the City of Port Angeles
- Estimates on the frequency of MRWF usage by household
- Types of materials disposed, recycled, or picked up or dropped off for reuse at the MRWF
- How customers using the MRWF found out about the facility
- Number of phone inquiries, contacts at events, and social media likes, shares, and mentions

The report will include recommendations on how to more effectively reach Clallam County residents with information on the proper handling, storage and disposal of HHW and least toxic alternatives

Technical assistance to Conditionally Exempt Small Quantity Generators (CESQG) on the proper handling, storage, disposal and recycling of their hazardous waste and on least toxic alternatives.

Costs eligible for reimbursement with supporting documentation include:

- Recipient employee time to implement the task, including outreach/planning/coordination/travel
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified or pre-approved in writing by Ecology
- Disposal of Conditionally Exempt Small Quantity Generators (CESQG) waste
- This task will not pay for costs covered by existing product stewardship programs (E-Cycle Washington, LightRecycle Washington and PaintCare) or for costs covered by any new product stewardship programs that are implemented during this Agreement period

Task Goal Statement:

Ensure the safe handling and disposal of MRW in Clallam County and to increase the use of least toxic alternatives through education and outreach to residents and businesses.

Task Expected Outcome:

- 2500 Users of the MRW facility for recycling/disposal
- 500 Users of the MRW facility for reuse
- 10 Technical Assistance outreach to businesses
- 10,000 Individuals reached through education and outreach
- 1 Final Planning Document
- 1 MRW Collection Event conducted
- 2000 pounds of HHW collected and managed

Recipient Task Coordinator: Eli Owens

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$394.15

Task Title: Homeless Encampment Response

Task Description:

RECIPIENT is unable to continue with the original scope of work due to a lack of cooperating departments and local agencies. Employee hours were utilized in an attempt to start this collaboration.

Task Goal Statement:

The goal of the task is to protect the environment through cleanup and prevent continued environmental harm at encampments.

Task Expected Outcome:

- Employees spent 7.5 hours reaching out to jurisdictions, however, RECIPIENT did not meet the following outcomes due to a lack of local collaboration.
- Garbage cleaned – 0 pounds
 - Encampments cleaned - 0 encampments
 - Total cleanups performed - 0
 - Garbage properly disposed through garbage collection containers - 0 pounds

Recipient Task Coordinator: Eli Owens

Deliverables

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clallam Co HHS	25 %	\$ 9,869.71	\$ 29,609.12	\$ 39,478.83
Total		\$ 9,869.71	\$ 29,609.12	\$ 39,478.83

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2021.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CLALLAM CO HEALTH AND HUMAN SERVICES

By: _____

Laurie Davies
Solid Waste Management
Program Manager

Date

By: _____

Mark Ozias
Commissioner

Date

Template Approved to Form by
Attorney General's Office



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

29
JAN 31 2023

Department: Superior Court

WORK SESSION ☒ Meeting Date: 1/23/2023

REGULAR AGENDA ☒ Meeting Date: 1/31/2023

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 861.23.001 (Replaces 861.22.001) | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for approval of a contract renewal between the Salish Behavioral Health Organization (SBHO) and Clallam County Superior Court called the Criminal Justice Treatment Account (CJTA) which support our therapeutic courts.

The CJTA funds are set aside by the State of Washington for the betterment of therapeutic courts for support of offenders with a substance use disorder (RCW 71.24.580). These funds are available and distributed on a yearly basis. The contract period for this renewal is from January 1, 2023, through December 31, 2023, for the total amount of \$196,105.96 to be split between (5) entities with the agreement that \$20,800.00 of the funds will be set aside for in-jail services leaving a total of \$175,305.96 to be distributed equally to each of the (6) entities in the amount of \$29,217.66 each. In addition, \$7,500.00 of the Superior Court funds will be allocated to Cedar Grove to use for pro social activities. Therefore, the total funds for Superior Court are \$21,717.66.

Superior Court is asking the Board to approve this contract for the use of providing services for Drug Court participants. Superior Court will pay for services outlined in the contract agreement and submit reimbursement requests to the SBHO on a monthly basis.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Superior Court will provide a budget change form if the contract renewal is approved.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

We are asking the Board to approve this CJTA contract.

County Official signature & print name: _____

Brandon B...

Name of Employee/Stakeholder attending meeting: _____

Lacey Halberg

Relevant Departments: Superior Court, Drug Court
Date submitted: 1/09/23

**CONTRACT AMENDMENT
B**

(861.23.001) <replaces
861.22.001 >

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHO", and Clallam County Superior Court, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-484-20 and executed on December 14, 2020, shall be amended as follows:

1. Page 1 shall be amended as follows:
Contract Amount is increased by \$21,718, increasing the contract total from \$62,622 to \$84,340.
Contract end date is extended from December 31, 2022 to December 31, 2023. Amended contract period January 1, 2021 – December 31, 2023.
2. **Attachment B:** CJTA Statement of work is deleted and replaced as attached.
3. **Attachment C: Budget** is deleted entirely and replaced as attached.
4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:

Program Lead, Salish Behavioral Health Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366.

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective upon January 1, 2023.

CONTRACTOR

**SALISH BEHAVIORAL HEALTH
ORGANIZATION, By KITSAP COUNTY
BOARD OF COMMISSIONERS, Its
Administrative Entity**

Mark Ozias, Chair
Clallam County Board of
Commissioners

Charlotte Garrido, Chair


Brent Basden, Presiding Judge

Robert Gelder, Commissioner


~~David Alvarez~~ Approved as to form
~~Chief~~ Deputy Prosecutor

Katherine T. Walters, Commissioner

Dee Boughton

ATTEST:

Dana Daniels, Clerk of the Board

ATTACHMENT B: Statement of Work- Criminal Justice Treatment Account (CJTA)

1. In RSAs where funding is provided, the Contractor shall be responsible for treatment and Recovery Support Services using specific eligibility and funding requirements for CJTA in accordance with RCW 71.24.580 and RCW 2.30.030. CJTA funds must be clearly documented and reported in accordance with section 9.3.1.8.
2. The Contractor shall implement any local CJTA plans developed by the CJTA panel and approved by HCA and/or the CJTA Panel established in 71.24.580(5)(b).
3. CJTA Funding Guidelines:
 - a. In accordance with RCW 2.30.040, if CJTA funds are managed by a Drug Court, then it is required to provide a dollar-for-dollar participation match for services to Individuals who are receiving services under the supervision of a drug court.
 - b. During the 2021-23 state fiscal biennium the provision of SUD treatments services and treatment support services for non-violent offenders within a drug court program may be continued for 180 calendar days following graduation from the drug court program.
 - c. No more than 10 percent of the total CJTA funds can be used for the following support services combined:
 - i. Transportation; and
 - ii. Child Care Services.
4. The contractor may not use more than 30 percent of their total annual allocation for providing treatment services in jail.
5. Services that can be provided using CJTA funds are:
 - a. Brief Intervention (any level, assessment not required);
 - b. Acute Withdrawal Management (ASAM Level 3.2WM);
 - c. Sub-Acute Withdrawal Management (ASAM Level 3.2WM)
 - d. Outpatient Treatment (ASAM Level 1);
 - e. Intensive Outpatient Treatment (ASAM Level 2.1);
 - f. Opiate Treatment Program (ASAM Level 1);
 - g. Case Management (ASAM Level 1.2);
 - h. Intensive Inpatient Residential Treatment (ASAM Level 3.5);
 - i. Long-term Care Residential Treatment (ASAM Level 3.3);
 - j. Recovery House Residential Treatment (ASAM Level 3.1);
 - k. Assessment (to include Assessments done while in jail);

- l. Interim Services;
- m. Community Outreach;
- n. Involuntary Commitment Investigations and Treatment;
- o. Room and Board (Residential Treatment Only);
- p. Transportation
- q. Childcare Services;
- r. Urinalysis;
- s. Treatment in a jail may include:
 - i. Engaging individuals in SUD treatment;
 - ii. Referral to SUD services;
 - iii. Administration of Medications for the treatment of Opioid Use Disorder (MOUD) to include the following
 - a. Screening for medications for MOUD
 - b. Cost of medications for MOUD
 - c. Administration of medications for MOUD
 - iv. Coordinating care;
 - v. Continuity of care; and
 - vi. Transition planning.
- t. Employment services and job training;
- u. Relapse prevention
- v. Family/marriage education;
- w. Peer-to-peer services, mentoring and coaching;
- x. Self-help and support groups;
- y. Housing support services (rent and/or deposits);
- z. Life skills;
- aa. Spiritual and faith-based support;
- bb. Education; and
- cc. Parent education and child development.

6. The County CJTA Committee shall participate with SBHASO and with the local legislative authority for the county to facilitate the planning requirement as described in RCW 71.24.580(6).

7. MAT in Therapeutic Courts

Per RCW 71.24.580, "If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the Health Care Authority's designee for assistance must assist the court with acquiring the resource."

- a. The Contractor, under the provisions of this contractual agreement, will abide by the following guidelines related to CJTA and Therapeutic Courts:
 - i. The Contractor must have policy and procedures allowing Participants at any point in their course of treatment to seek FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.
 - ii. The Contractor must have policy and procedures in place ensuring they will not deny services to Enrollees who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.
 - iii. The Contractor may not have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.
 - iv. The Contractor must notify the SBHASO if it discovers that a CJTA funded Therapeutic program is practicing any of the following:
 - a) Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;
 - b) Requiring participants already in the program discontinue MOUD in order to be in compliance with program requirements;

- c) Requiring discontinuation, titration, or alteration of their MOUD medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.
- b. All decisions regarding an individual's amenability and appropriateness for MOUD will be made by the individual in concert with the Individuals medical professional.

8. CJTA Quarterly Progress Report

- a. The Contractor will submit a CJTA Quarterly Progress Report within thirty (30) calendar days of the state fiscal quarter end using the reporting template. CJTA Quarterly Progress Report must include the following program elements:
 - i. Number of Individuals served under CJTA funding for that time period;
 - ii. Barriers to providing services to the criminal justice population;
 - iii. Strategies to overcome the identified barriers;
 - iv. Training and technical assistance needs;
 - v. Success stories or narratives from Individuals receiving CJTA services;
and
 - vi. If a therapeutic court provides CJTA funded services: the number of admissions of Individuals into the program who were either already on medications for opioid use disorder, referred to a prescriber of medications for opioid use disorder, or were provided information regarding medications for opioid use disorder.

Contract No:	KC-484-20 B		
Contract Period:	01/01/21- 12/31/23		
Expenditure	Previous Period	Changes this Contract	Current
Contract Period: 1/1/2021-12/31/2021			
Criminal Justice Treatment Account	\$35,061	\$0	\$35,061
Budget Total			\$35,061
Contract Period: 1/1/2022-12/31/2022			
Criminal Justice Treatment Account	\$27,561	0	\$27,561
Budget Total			\$27,561
Contract Period: 1/1/2023-12/31/2023			
Criminal Justice Treatment Account	0	\$21,718	\$21,718
Budget Total			\$21,718
Contract Total	\$62,622	\$21,718	\$84,340

Available Budget: Cost reimbursement
All rates are all-inclusive.

 An official website of the United States government. [Here's how you know >](#)

Visit our [tips page](#) to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at webmaster@oig.hhs.gov.

Exclusions Search Results: Entities

No Results were found for

Clallam County Superior Court

 If no results are found, this Individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 12/16/2022 10:32:49 AM EST on OIG LEIE Exclusions database.
Source data updated on 12/9/2022 8:00:00 AM EST

[Return to Search](#)



2h
JAN 31 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 1/23/2023

REGULAR AGENDA ☒ **Meeting Date:** 1/31/2023

Required originals approved and attached? ☐
Will be provided on:

Item Summary:*

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU** | Contract # 19925.22.010 |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |
- Documents exempt from public disclosure attached: ☐

Executive summary:

Personal Services Agreement with the Public Works in the amount of \$250,000 for Olympic Discovery Trail improvement projects.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☒

These funds are already allocated in the Hotel/Motel Tax Fund 2023 Budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please review and sign.

County Official signature & print name: Debi Cook 

Name of Employee/Stakeholder attending meeting: Debi Cook, Steve Gray

Relevant Departments: BOCC, Public Works

Date submitted: 1/18/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Public Works
 Address: 223 E 4th St., Suite 6
 Port Angeles, WA 98362
 Phone N^o: 360-417-2290

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☐ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☐ Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Steve Gray

Mark Ozias, Chair

Title: Public Works Deputy Director

Date: January 17, 2023

ATTEST:

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

Loni Gores, Clerk of the Board

Originals: BOCC
 Vendor
 Initiating Department
 Copies: 5

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the following 2023 Olympic Discovery Trail (ODT) Improvement Projects:

- 1. ODT-Forks to La Push Trail Corridor Acquisition.** The lodging tax grant will be used to assist with trail corridor acquisition efforts between US 101 and the Olympic National Park boundary in the vicinity of SR 110 needed to support future development of the approximately 13-mile planned western terminus of the ODT between the communities of Forks and La Push.
- 2. Trail Improvements.** The lodging tax grant may be used to fund trail improvements if 2023 grant monies remain available after prioritizing Task 1 efforts above. The improvements would widen a section of 25 to 30-year-old trail from eight feet to either 10 or 12-feet wide to meet current standards and replace deteriorating chip seal surface with asphalt. This improvement will increase safety and user experience on high traffic trail sections in the eastern part of the County. It is anticipated that up to a mile of trail may be improved after prioritizing Task 1 efforts above.
- 3. ODT-Repair and Maintenance Work.** The lodging tax grant may be used to provide funding support of ODT trail maintenance and repair projects if 2023 grant monies remain available after prioritizing Task 1 efforts above.
- 4. Meet with the Lodging Tax Advisory Committee on a yearly basis to:**
 - Review goals and objectives for tourism enhancement.
 - Review expenditure of funds.
 - Review achievements of the past year.
 - Discuss the proposed work plan for the coming year.
 - Additional review may be required by the Commissioners upon reasonable notice.

COMPENSATION

1. ☒ a. FIXED FEE FOR SERVICE: For services rendered, the County shall pay to the Contractor a fixed fee of TWO HUNDRED, FIFTY THOUSAND DOLLARS (\$250,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position

Hourly Rate

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

☒ **a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify): _____

SPECIAL TERMS AND CONDITIONS

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☒ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.



2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- ☐ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$	per occurrence
	\$	aggregate
Property damage	\$	per occurrence
	\$	aggregate
- ☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)**

	\$	per occurrence
--	----	----------------
- ☐ **WORKERS COMPENSATION:**

	Statutory amount
--	------------------

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|----|----------------|
| Bodily injury, liability, including death | \$ | per occurrence |
| | \$ | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | aggregate |
- ☐ BUSINESS AUTOMOBILE LIABILITY: \$ per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- ☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$ _____) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.
- ☐ 4. Other (specify):.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

JAN 31 2023

Department: Finance

WORK SESSION ☒ **Meeting Date:** **01/30/2023**

REGULAR AGENDA ☒ **Meeting Date:** **01/31/2023**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 291.21.013 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Monthly Review |

Documents exempt from public disclosure attached: ☐

AMENDMENT TO THE CBG COMMUNICATIONS WAVE CABLE FRANCHISE RENEWAL CONSULTING AGREEMENT

In September 2021, the County entered into an agreement with CBG Communications ("CBG") for consulting work related to the Wave (aka Astound) Cable Franchise agreement with the County which was scheduled to expire in May 2022. Under the scope of work of this original agreement, CBG was to provide Franchise Renewal Assistance services related to the renewal of the Wave Cable Franchise as well as complete a Technical Review of the Wave cable franchise area in Clallam County, with an initial targeted completion of May 2022. Total compensation under the original terms of this agreement with CBG was \$34,811.

Initial work by CBG began in October 2021 through December 2021 and progressed as expected with CBG interfacing with Wave's then government affairs contact which CBG had work with before on similar cable franchise agreement renewals. However, with the departure of this contact from Wave in late 2021 following Wave's sale to a new owner, this initial interface work by CBG had to be restarted in late 2021 once a new government affairs contact at Wave was in place. As a result of this delay due to this personnel turnover at Wave, CBG and the County had to pivot and move to extend the Wave cable franchise 6 months in May 2022.

Following CBG's completion of an initial draft of the new cable franchise agreement that was sent to Wave in late July 2022, there was an unexpected three and half month delay before a response to this draft was received from Wave in November 2022. Once received, there were considerably more review comments from Wave on this draft agreement than CBG expected given the form of agreement was highly consistent with similar agreements CBG had negotiated with Wave in the past. This resulted in CBG spending more time than expected in developing a response to this draft.

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary --CBG Communications Wave Franchise Renewal Consulting Agreement Amendment--01302023

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

The County and CBG have since held several meetings with Wave in December 2022 and January 2023 to work through their comments on the agreement and now feel we have full engagement by all parties to move this project forward to completion. The parties have agreed to target a completion of negotiations by late February 2023, with a goal to present the proposed agreement to the BOCC in March 2023 and to hold a public hearing in late March/early April for ratification of a resolution adopting the new cable franchise agreement.

As a result of these delays and additional unexpected additional time CBG has incurred that was outside of their control, CBG has requested 80 additional hours to complete all cable franchise renewal related tasks in the original scope of the agreement, which would add \$13,200 to the original contracted amount. Because this contract spans multiple years and this amended contract amount will require a debatable emergency be adopted, policy requires that we request the BOCC's approval to approve the attached amendment to CBG's consulting services agreement that increases the contract amount to an amount not to exceed \$48,011.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

This amendment will require a debatable emergency in the amount of \$13,200.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

We request the Commissioner's approval to execute this amendment during the 1/31/2023 BOCC meeting.

County Official signature & print name:  Mark Lane _____

Name of Employee/Stakeholder attending meeting: _____ Mark Lane _____

Relevant Departments: _____ Finance, BOCC _____

Date submitted:

January 25, 2023

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary --CBG Communications Wave Franchise Renewal Consulting Agreement Amendment--01302023

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019



CONSULTING SERVICES AGREEMENT AMENDMENT #1

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and CBG Communications, Inc ("Recipient"), and changes the following attachments to the agreement entered into on September 14, 2021 (contract #291.21.013).

This Amendment is comprised of the text found on Attachment 1.

The term of this Amendment shall commence on the 1st day of January, 2023 and shall terminate as provided elsewhere in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2023.

RECIPIENT

A handwritten signature in blue ink, appearing to read "Thomas G. Robinson", written over a horizontal line.

CLALLAM COUNTY BOARD OF COMMISSIONERS

_____, Chair

Print name: Thomas G. Robinson

Title: President & CEO

Date: January 25, 2023

Originals: BOCC
CBG Communications
Finance Department

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY.

AMENDMENTS TO THE ORIGINAL AGREEMENT

Section 2, Page 1 is amended to read as follows:

As full compensation for the performance of said professional services, County shall pay Consultant a fee not to exceed, unless otherwise agreed to in writing by the parties based on circumstances beyond the control of Consultant, Forty-Eight Thousand and Eleven Dollars (\$48,011). Services will be billed on a blended rate basis of \$165.00 per hour.

Paragraph 1, Page 1 of Exhibit A of the agreement is amended to read as follows:

CBG Communications, Inc. (CBG) shall provide Franchise Renewal Assistance related to the Clallam County (County) Wave Broadband (Wave) Cable Franchise for a not to exceed amount of \$31,911 and Wave Cable System Technical Review Services for an amount not to exceed \$16,100, for a total Scope of Work cost of \$48,011 (except due to circumstances beyond the control of CBG). In such cases, the County will be notified well in advance of any additional task hours being required, which will necessitate a written amendment to this Agreement). The following Scope of Work defines the consulting services to be provided consistent with the County's needs:

Sections 1, 2 & 3 of Exhibit A of the original agreement remain unchanged.

The last section of Exhibit A entitled "Project Timeline" is amended to read as follows:

CBG proposes the following timeline for working with the County to complete the franchise renewal process based on the typical length of the specified activities.

September 2021 -- Research and develop strategy
October 2021 through May 2022 – System Technical Review
October 2021 through February 2023 – Negotiate and develop language*
Late February 2023: Final draft agreement*
March 2023: County public hearing and County resolution/recommendation
April 2023: Final County-Wave Approval Process

*Note that this part of the timeline will require the active participation of the cable operator in order to achieve a final draft agreement by late February 2023.

AGREEMENT BY AND BETWEEN
CBG COMMUNICATIONS, INC. AND CLALLAM COUNTY,
WASHINGTON

THIS AGREEMENT is entered into on 9/14 2021, by and between **CBG Communications, Inc.** (hereinafter referred to as "**CBG**" or "**Consultant**") located at 73 Chestnut Rd., Suite 203, Paoli, PA 19301, and **Clallam County, Washington** (hereinafter referred to as "**County**").

WHEREAS, the County requires professional Franchise Renewal Assistance and System Technical Review and Evaluation services regarding Wave Broadband's (Wave) Cable Franchise with the County and its Cable System in the County; and

WHEREAS, Consultant has professional experience and expertise in Franchise Development, Renewals and Negotiations, and specific Cable System Technical expertise regarding Wave's System in Clallam County, and is qualified to perform the required Assistance, Review and Evaluation services for the County; and

WHEREAS, County is authorized to engage Consultant upon the terms and conditions hereinafter set forth, and Consultant is willing to accept such engagement upon such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and intending to be legally bound hereby, the parties agree as follows:

1. Consultant's services shall be rendered in accordance with the Scope of Services in Exhibit A ("Scope of Services") and as described in the "Proposal to Provide Cable Franchise Renewal Consulting Services for Clallam County, Washington" ("Proposal") submitted on August 3, 2021 by CBG to Clallam County ("County").
2. As full compensation for the performance of said professional services, County shall pay Consultant a fee not to exceed, unless otherwise agreed to in writing by the parties based on circumstances beyond the control of Consultant, Thirty-Four Thousand, Eight Hundred and Eleven Dollars (\$34,811.00). Services will be billed on a blended rate basis of \$165.00 per hour.
3. Consultant will invoice County monthly for professional services performed and any expenses incurred in the preceding month, beginning the month after the start of work. The County agrees to pay the Consultant within sixty (60) days of receipt of a properly documented invoice.
4. When authorized by the County, the Consultant agrees to furnish additional consulting services ("Additional Services") in connection with the Project due to a change in the scope of the Project or the County's desire for additional or different work to be

performed by Consultant. Consultant shall receive such additional compensation for such Additional Services based on a written amendment agreed to by Consultant and the County.

5. The Consultant understands and agrees that time is an essential requirement of this Agreement. The Services shall be completed as soon as good practice and due diligence will permit, and according to the proposed schedule and agreed to work plan as detailed in Exhibit A, which may be modified as necessary by mutual agreement of the parties. The Consultant agrees to begin providing the Services as soon as practicable after this contract is fully executed.
6. In the event that the work herein contemplated, or any part thereof, shall be interrupted, postponed or cancelled by the County, Consultant shall not be entitled to any further payment for the portion of such work beyond and in excess of the amount due at that time of such interruption, postponement or cancellation in accordance with Section 3 hereof, and final payment shall be based on the proportionate amount of the fee earned to such date.
7. Consultant shall maintain professional liability insurance, commercial general liability insurance and automobile liability insurance. Attached hereto and incorporated herein is a certificate of insurance duly executed by an authorized representative of a responsible insurance company evidencing limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
8. Consultant hereby agrees to indemnify, save and hold harmless, County, its officers, agents and employees, from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, arising by reason of the willful misconduct or gross negligence of Consultant or agent or employee of Consultant; and any breach by Consultant of any of the terms, conditions or provision of this Agreement.
9. Consultant is an independent contractor and is not an agent or employee of the County.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have duly signed and executed this Agreement on the dates indicated below.

CBG COMMUNICATIONS, INC.

By: 

Thomas G. Robinson, President & CEO

Date: 9/16/2021

CLALLAM COUNTY, WASHINGTON

By: 

Rich Sill, Clallam County Administrator
BY TOM REYES
DEPUTY CO. ADMIN.

Date: 9/14/2021

Approved as to Form



Bert D. Boughton, Deputy Prosecuting Attorney

Exhibit A
(See next page)

Exhibit A

Franchise Renewal and Technical Review Scope of Work

CBG Communications, Inc. (CBG) shall provide Franchise Renewal Assistance related to the Clallam County (County) Wave Broadband (Wave) Cable Franchise for a not to exceed amount of \$18,711 and Wave Cable System Technical Review Services for an amount not to exceed \$16,100, for a total Scope of Work cost of \$34,811 (except due to circumstances beyond the control of CBG. In such cases, the County will be notified well in advance of any additional task hours being required, which will necessitate a written amendment to this Agreement). The following Scope of Work defines the consulting services to be provided consistent with the County's needs:

1. GENERAL FRANCHISE RENEWAL TASKS:

Process Plan, Timeline and Strategy

CBG will work closely with County administrative and legal staff in development of a process plan and timeline, and a clear strategy for the negotiations. This will include review of information pertinent to the franchise renewal including but not limited to: current cable franchise agreements, County codes applicable to the franchise process, past compliance issues, customer complaint reports and applicable state and federal regulations.

Negotiations

CBG will meet regularly with County administrative staff and will confer with County legal staff throughout the process. CBG in collaboration with County staff, will engage with the cable operator's representatives in informal negotiations until all parties to whom the resulting agreement applies agree on final terms and mutually acceptable draft language is documented.

Presentation

CBG will work closely with County staff in development of narrative and supporting documents and visuals (as needed) for ultimate presentation to the County Commissioners, and for inclusion in County Commission meeting packets. CBG will participate in delivery of presentations to the Commission as needed.

2. SPECIFIC FRANCHISE RENEWAL TASKS:

CBG will perform the specific tasks listed below for this project, and will work closely with designated County personnel to accomplish these goals:

- Prepare and maintain a clear and well-organized process plan and timeline to share with all concerned parties
- Utilize project management tools and methods to ensure the project meets time commitments and ensure that County staff are well informed of all steps in the process
- Review information pertinent to the cable franchise renewal
- Meet with County staff on a routine basis, and confer with County legal staff throughout the process
- Collaborate with County staff to establish strategies for negotiations on key issues
- Establish a strategy for virtual negotiation sessions
- Assist in, and lead, when necessary, virtual negotiation sessions
- Work to negotiate agreement terms and language for inclusion in the draft franchise agreement document

- After thorough review of the draft language agreed to in concept, revisit any issues identified for additional discussion
- Collaborate with County staff to draft the staff report to the Commissioners including a narrative account of the process, key points in the negotiation, concerns stemming from any interaction that the County should be aware of, and other points of interest pertinent to staff's final recommendation
- Participate with County staff in the presentation to the Commissioners

3. SYSTEM TECHNICAL REVIEW

Based on the critical nature of the infrastructure providing cable and other services such as broadband to County constituents, CBG will further provide a targeted technical review and audit of Wave's residential cable/broadband system infrastructure in the County Franchise area.

Specifically, the following Tasks will be performed by CBG:

a. Request for Certain Basic System Technical Operational Information - CBG will begin by reviewing and evaluating the system to determine reach and capabilities and potential for deployment of future infrastructure and services by developing a Request for Information (RFI) seeking a written response from Wave. We will then engage in discussions with their engineering and technical staffs, in order to gain an understanding of, for example, the system's current design and any future plans, age, condition, system capacity, capacity for expansion, functionality, cascade length, homes per node, and headend/hub(s). As part of the RFI effort, CBG will request and review as-built and other system maps of the cable system to determine the system's exact footprint in the County.

The RFI will also ask for outage logs, technical complaint logs, maintenance and repair records and Cumulative Leakage Index (CLI) documentation as well as documents describing various other facets of the system. CBG will then meet with Wave's engineering and technical staffs, in-person and /or by Zoom, as needed to clarify our initial findings.

CBG will review the documents provided by Wave and create a summary of these findings in a System Technical Review Report.

b. System Development Possibilities Over the Next 10 Years – CBG will review Wave's upgrade of its networks nationwide, compare them with any plans for the system serving the County, as well as the surrounding region and determine what possibilities exist (as well as compare these possibilities to any upgrade or expansion plans indicated by Wave during the RFI response). These could include for example:

- i. an upgrade using fiber deep technology (essentially fiber to the neighborhood to eliminate amplifiers and provide only passive coaxial connections to the house);
- ii. capacity upgrades including to 1 Gigahertz (GHz), 1.2 GHz and the newly developed 1.8 GHz and its potential for implementation in the County area systems;
- iii. implementation of Fiber to the Home (FTTH);
- iv. continued expansion of DOCSIS capabilities beyond 3.1 all the way to 4.0; and
- v. other upgrade possibilities on the horizon

Some of these, such as DOCSIS 4.0, realistically require other types of upgrades to happen. These are substantial capital investments, and CBG will provide some ballpark figures based on the current status of the system to upgrade on a per home or per mile basis.

CBG will also look at the continuing wireline/wireless integration of cable/broadband systems, including Wave's continued development of WiFi and mobile services, how those interface with the wireline system, and how they may be used to deploy cable services.

c. **System Maintenance/Reliability** – CBG will review both service call logs as well as outage logs for the system to determine the level of problems within the system. CBG will then use this background information during our site visits to further understand technical issues that may be affecting subscribers. This will also include feedback that we may have gleaned from meetings with County staff and include review of the technical quality complaints being received by the County.

d. **Inspection of Physical Plant** - CBG will utilize the information gleaned from the above tasks and work with the County to plan and refine the overall Technical Review process. The inspection of the system will encompass a representative system drive-out and review of specific areas of concern to the County to determine the overall condition of the system from a safety, functionality and aesthetic standpoint. CBG will determine the level of compliance with the Franchise, other pertinent local codes and regulations, the National Electrical Code (NEC) and the National Electrical Safety Code (NESC) as well as good engineering practices. It will be very important to ensure that any problems found with the system are corrected prior to the Franchise being renewed.

Based on discussions with the County, CBG will perform a ride-out to look at physical plant characteristics.¹ This inspection will include the cable distribution plant comprised of the fiber optic, trunk and feeder systems, and coaxial cable drops to the subscribers' residences. The outside plant inspection will include aerial plant inspection for issues such as clearance of the cable TV plant from the ground and other utilities, and attachments at poles and buildings including the drops to homes and businesses. Both underground and aerial plants will be inspected for proper grounding and bonding of the cable TV distribution systems and subscriber's drops as well as other potential problems or violations, including right-of-way restoration issues.

As part of the ride-out, CBG will review the current ends of lines of the system and determine what type of infrastructure expansion would be needed to increase service availability in the County.

e. **Written System Infrastructure Review Report** - CBG will develop a detailed report that indicates all findings from the above evaluation processes and that assesses the current condition of the system. Comparisons will be made between our onsite findings and the information initially received from Wave. We will then make appropriate recommendations, regarding resolving any Code compliance issues, expansion of the system and, based on the above tasks, future system requirements. CBG will then work with the County to take the technical review findings and turn them into realistic technical requirements, objectives and strategies with respect to the franchise renewal process with Wave.

Project Timeline

CBG proposes the following timeline for working with the County to complete the franchise renewal process based on the typical length of the specified activities.

September 2021: Research and develop strategy

October 2021 through January 2022 – System Technical Review

October 2021 – March 2022: Negotiate and develop language*

¹ The timing of this on-site inspection will depend upon the ability to travel and perform this work in Clallam County based on any continuing impact of the COVID-19 pandemic. If feasible, on-site work would be performed in the last quarter of 2021.

Early April 2022: Final draft agreement

April 2022: County public hearing and County resolution/recommendation

May 2022: Final County-Wave Approval Process

*Note that this part of the timeline will require the active participation of the cable operator in order to achieve a final draft agreement by early April 2022.

3a



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

JAN 31 2023

Department: Superior Court

WORK SESSION ☒ Meeting Date: 1/23/23,

REGULAR AGENDA ☒ Meeting Date: 1/31/23,

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Modification of Current County Policy 220 |

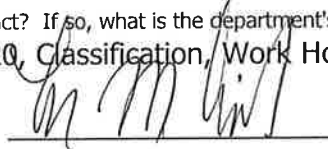
Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for review of County Policy 220 "Classification, Work Hours, and Compensation" in regard to the Court Commissioner salary. This position was established in 1991 at a pay range of 90% of the judges' salary which is set by the State. Currently this position has become vacant, and we are advertising for a new Court Commissioner, however, we noticed that there was a policy change implemented in 2009 stating a different pay range for the Court Commissioner. We are asking the Board to review this policy and consider our request to amend as stated in the attached letter and supporting documents submitted on behalf of Superior Court.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
The funds for this position are currently in our 2023 budget, no budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Adopt our request to amend County Policy 220, Classification, Work Hours and Compensation.

County Official signature & print name:  Lauren Erickson

Name of Employee/Stakeholder attending meeting: Lacey Halberg

Relevant Departments: Superior Court

Date submitted: 1/18/23

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - Court Commissioner Policy 220 Compensation
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

PUBLIC HEARING

Amending Clallam County Policy 220 Classification, Work Hours, and Compensation

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday February 14, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the policy listed above. All proposed policies are available on the County website <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Amending Clallam County Policy 220 Classification, Work Hours, and Compensation

SUMMARY OF PROPOSED CHANGES:

Amending Policy 220 Classification, Work Hours, and Compensation. See copy of full Policy details at: <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Publish: February 3, 2023
Bill: Superior Court Administrative Office

Loni Gores, MMC, Clerk of the Board



RESOLUTION _____, 2023

ADOPTING AMENDMENTS TO
POLICY 220 CLASSIFICATION, WORK HOURS, AND COMPENSATION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Formal policies and procedures were developed and implemented in 2004 to ensure accountability in government and consistency of process.
2. Periodic updates are required as government rules and regulations change as well as current practices.
3. The proposed amendments to the policy were posted on the Intranet to allow staff time to review and comment. Prosecuting Attorney's Office reviewed the policy amendments.
4. A public hearing was held February 14, 2023 to solicit testimony.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners in consideration of the above findings of fact:

1. The amendments to Policy 220 Classification, Work Hours, and Compensation are adopted for inclusion in the Clallam County Administrative Policy Manual.

PASSED AND ADOPTED this 14th day of January, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, MMC, Clerk of the Board

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CLASSIFICATION, WORK HOURS, AND COMPENSATION

.1 CLASSIFICATION

1.1 Preparation of Classifications

A classification plan inventorying the duties and responsibilities of all jobs in County service has been developed and implemented. The class plan groups jobs into categories that are basically similar in difficulty and responsibility of work performed and in education, training, and experience requirements. The plan was developed after consultation with County Officials and other persons technically familiar with the character of the work. The Human Resources Director is the designated individual with responsibility of overseeing the continual maintenance and administration of the plan. No County Official shall be granted authority to alter classification without prior approval of the County Administrator with appeal to the Board of County Commissioners, except as otherwise granted by the Charter or this policy.

1.2 Allocation of Positions

A classification title and description shall identify each class. Every position shall be allocated to a classification within the adopted plan. In cases where more than one position exists in a classification, a position description shall further clarify job duties specific to each job. When the classification contains a single position, the classification and position description is combined. Each newly created position will be assigned to the approved classification and shall be clearly defined in the classification description. Employees shall be notified of the assignment of their positions and the class title as it appears on the class description. Positions that are part of a career track will be designated in the classification description.

When a new position is proposed the County Official shall immediately transmit a comprehensive statement of the proposed duties and responsibilities and the rationale for the new position to the Human Resources Director. The Human Resources Director shall investigate the proposal and assign the position to the appropriate class in the classification plan.

All changed or newly created positions shall be presented to the County Administrator for approval of allocation and preliminary budget prior to initial filling and appointment. Positions will not be created without a defined revenue source.

1.3 Classification and Position Description Specifications

Class and Position specifications have the following definition and scope:

- a. They are explanatory only and not restrictive.
- b. In determining the assignment of any position to a class, the specifications shall be considered as a whole, comparing general duties, responsibilities, minimum

- qualifications and relationships to other positions in order to obtain an inclusive picture of the position and place it in the class which embraces it.
- c. The outline of principal duties of work performed shall mean general duties or tasks. It is not intended to prescribe the specific duties of a given position nor to limit the ability of the County Official to modify or alter the detailed tasks involved in the duties, so long as they remain within the general definition of the class.
 - d. The minimum qualification defines the class to which the position shall be allocated by outlining the least acceptable qualifications required to effectively perform the work.
 - e. The class specifications may include additional requirements that are determined to be necessary for the maximum performance of the particular class. These requirements may include possession of a Washington motor vehicle operator's license, physical condition, or any other bona fide qualification pertinent to the position covered by the class specifications.
 - f. Nothing in the class specification is to be interpreted as restricting a supervisor in assigning an employee of one class to perform some of the duties of a higher class for a limited period of time. Such assignment to perform work of a higher class for a limited period comes within the requirements of work in all classes. When an employee is assigned to perform the entire job function of a higher classification for a period of more than two weeks, the employee may be paid at the higher range, assuring that the employee will be compensated a minimum of 5 percent over their current rate.

1.4 Description Changes

Class and position descriptions are treated as living documents with the specific intent that as the duties of the job change, those changes will be reflected in the descriptions. The Human Resources Department maintains the original descriptions for all County jobs, including those under the jurisdiction of Elected Officials and the Civil Service. Prior to any modification, classification and/or position description changes shall first be reviewed by the Director and approved by the Administrator as detailed in this chapter.

1.5 Use of Class Titles

The class title shall be the official title of every position assigned to the class for the purpose of personnel action and shall be used on all payroll, budget estimates, and official records and reports relating to that position. Position titles may be authorized by the Director and used for the purposes of internal administration or in contacts with the public when more than one position exists within a classification.

1.6 Consolidated Classification List

The Director is responsible for maintaining a listing of all classifications and positions in the County, including County Officials and employees. The list shall also contain, at a minimum, the salary range, union status, essential worker status, bloodborne risk, and recurring training requirements of each position. The consolidated list shall serve as the

official classification and position list under the classification plan. The list is contained in section 100 of this policy.

.2 RECLASSIFICATION

Unless previously approved by the County Administrator, it shall be the responsibility of the County Official to require employees to work within their assigned classifications, except in situations where an employee may occasionally or intermittently work out of classification. County Officials are not authorized to re-organize job functions which will require reclassification of existing employees without the approval of the County Administrator.

The Board of Commissioners considers the collective bargaining process as the proper venue for adjustments of salary and benefits for classifications and/or groups of employees. Reclassifications may be considered for individual positions that meet the following criteria.

The following factors may be considered as evidence of possible eligibility for reclassification:

- a. A majority of job duties have changed to the extent they are more accurately reflected in another existing classification description;
- b. A majority of job duties have changed to the extent the job entails a different skill set, which requires increased education or experience in order to perform essential job functions.

The following circumstances are not factors to be considered reasons for reclassification:

- a. Increased volume of the same level of work;
- b. Added duties of a similar nature already covered by the current classification or requiring similar skills, education, or experience;
- c. Duties within a current classification that have not been previously assigned;
- d. Additional assigned duties in a higher classification unless those duties become a majority of the current position;
- e. Enhanced technological tools to perform current duties;
- f. Salary differences for similar jobs in other jurisdictions;
- g. Reclassifications which occur in other departments.

2.1 Procedures for County Official to Request Reclassification

A County Official may request a classification change to meet business needs. Prior to classification or reclassification, the following steps shall be documented in writing and submitted to the Human Resources Director.

(1) County Official Evaluates Need to Change Classification

First, the County Official will evaluate:

- a. Recruitment or retention problems
- b. Service delivery changes or enhancements

- c. Value of the position to the department
- d. Internal equity
- e. Availability of funds
- f. Level of duties assigned to an existing position
- g. Reorganization opportunities due to vacancy

(2) County Official Considers Alternatives

Prior to requesting reclassification, the County Official will consider the following alternatives:

- a. Can work be accomplished within current classification?
- b. Is higher-level work short-term or can a specific project be addressed with out-of-class pay?

(3) County Official Submits Request with Budget

If the County Official decides to proceed with a reclassification request, they will normally submit the request as part of the department's budget submittal. When business needs require an immediate classification change and funding is available within current year's budget, a County Official may submit a request outside the budget process.

2.2 Employee May Request Reclassification

In the event the County Official does not submit a request for reclassification and the employee believes their current assigned duties meet the eligibility criteria as established above, the employee may submit a request for reclassification directly to the Human Resource Director and the County Official. The request will be processed by the Director in the normal course of work priority.

2.3 Human Resources Reviews All Reclassification Requests

When the duties and responsibilities of an existing position are so changed or proposed to be changed, meeting the criteria above, the County Official may request the Human Resources Director conduct a reclassification analysis. All reclassification requests shall be presented in writing accompanied with supporting documentation. The Human Resources Department shall prepare recommendations to the County Administrator.

2.4 County Administrator to Approve

Upon receipt of the recommendations from the Human Resource Director, the County Administrator shall review the results and take action to approve or deny the request.

2.5 Funding and Budget Impacts

The Board of Commissioners may limit consideration of reclassifications based upon financial condition of the County and establish a minimum amount the wage must be under-compensated in order for a reclassification to be considered.

It is the policy of the Board to consider reclassifications that are in excess of 20 percent lower than the established market for the position. The Board may modify the percentage at the time of adoption of the annual countywide budget.

2.6 Determination of Established Market

It is the County's goal to set top step compensation at the average wage for benchmark jobs using a combined market of Western Washington Counties within a population range and assessed evaluation of 60 percent larger and 60 percent smaller than Clallam County. For jobs where there is insufficient market data available within the established comps, the Director may recommend using such other relevant compensation data as may be appropriate and/or a point factor matrix that measures the job complexity and responsibility in relation to other established positions within the County's classification system.

2.7 Notice to the Union

Prior to implementation of reclassification, the Director will notify the Union in writing of the County's intent to reclassify the position. The Union may request a meeting for the purpose of reviewing the data and recommendations. In the event the Union fails to respond within 10-days, the County will commence implementation.

2.8 Implementation of Reclassification Recommendation

Unless otherwise approved by the Administrator, the employee subject to the reclassification will be placed at step 1 of the new range, or, the step of the new range that is approximately 5 percent higher than the employee's current salary, whichever is greater. The step increase date will be modified to reflect the first day of the month following one year from the reclassification date.

2.9 Status of Employees Affected by Reclassification

The status of employees affected by reclassification occurring in the administration of the classification plan shall be resolved in the following manner:

An employee whose position is reclassified to a higher level than the class in which the employee has regular status shall be considered to be a temporary appointee to the higher class. As such, the employee shall be eligible to compete on a promotional basis for the reclassified position; provided, however, that such promotional examination shall be given, or notice of such examination shall be published, within 60 calendar days of the effective date of reclassification. Only those employees who successfully pass the

examination for the position shall be considered for the position. Employees so promoted shall serve a probationary status in the new class.

If the employee is not appointed as the result of the examination, with County Official approval, the employee may be transferred to a vacant position in the same classification as that in which the employee has regular status. If no vacancy exists, the employee shall be laid off and entitled to bumping rights as specified in the applicable labor agreement.

OR;

When reclassification occurs and the position that has been reclassified contains only one employee, the employee occupying the affected position may be retained in the position without examination provided that:

- a. The Director determines that the reclassification results from an official recognition of a change in duties and responsibilities that has already occurred;
- b. The County Official determines that the performance of the duties and responsibilities of the incumbent has been satisfactory;
- c. The incumbent possesses the minimum qualifications for the new class; and
- d. Such other factors as are relevant and appropriate to the establishment of salaries for each position, in the context of the County's total compensation system.

The above conditions are included as a means of encouraging proper classification and organization without jeopardizing the status of employees. If all of the above conditions cannot be met, the County Official and the Human Resources Director shall be guided by other appropriate provisions of these rules.

.10 RESPONSIBILITIES AND AUTHORITIES OF MANAGERS AND SUPERVISORS

Managers, supervisors, and lead workers are key to the success of the organization. These levels are identified in classification and/or job descriptions. Managers and supervisors may delegate authorities but retain responsibility for any function so delegated.

10.1 Managers (including County Officials)

Detailed management responsibilities are contained in the "Regular Management Responsibilities" document that is a part of the County's classification plan. The document is available on the intranet on the "Reference Documents" page. All managers are required to have a working knowledge of the document. In addition, managers have the following responsibilities and authorities.

- a. Appoint employees to positions within their respective departments or divisions according to these policies.
- b. Administer provisions of labor contracts, County and department policies, and procedures and delegate such authority to supervisory personnel.

- c. Plan and organize the functions and activities of their department or divisions.
- d. Prioritize, direct, and control the activities of personnel to ensure effective and efficient services are provided within allocated Resources.
- e. Ensure that citizen complaints and/or allegations of violation of policies and procedures are investigated. Delegate, and/or conduct and document investigations of complaints against employees and administer corrective and/or disciplinary action if appropriate.
- f. Provide supervision to any supervisory or line level personnel directly under their command.
- g. Maintain knowledge of the County organization as a whole and participate, as a member of the management team, in solutions to countywide issues. Managers are expected to understand and be supportive of decisions made for the good of county citizens, even when such decisions may impact their department or division.

10.2 Supervisors

Detailed supervisory responsibilities are contained in the "Regular Supervisory Responsibilities" document that is a part of the County's classification plan. The document is available on the intranet on the "Reference Documents" page. All supervisors are required to have a working knowledge of the document. In addition, supervisors have the following responsibilities and authorities.

- a. Participate with managers in personnel and administrative decisions.
- b. Enforce provisions of labor contracts, County, and department policies and procedures.
- c. Formulate and recommend changes to policies and procedures.
- d. Assure that work assignments are made with the objective of utilizing the skills of assigned employees to the fullest extent of available resources.
- e. Provide supervision and performance evaluation of assigned employees.
- f. Direct the day-to-day activities of personnel assigned to them.
- g. Conduct and document investigations of complaints against employees. Make recommendations for corrective and/or disciplinary action if appropriate.
- h. Maintain knowledge of their department organization as a whole and participate, as a member of the management team, in solutions to department issues. Supervisors are expected to understand and be supportive of decisions made for the good of their department, even when such decisions may impact the function or personnel they supervise.

10.3 Lead Workers

Lead workers may be either regular positions or, a temporary assignment in the absence of the regularly assigned supervisor. Lead workers have authority to direct the day-to-day activities of personnel assigned to them. They are not granted the supervisory responsibilities and authorities listed above.

.20 COMPENSATION

The County maintains a compensation plan to provide for equitable pay for its employees. The compensation plan includes, but is not limited to classification descriptions, salary schedules, labor agreements, and resolutions establishing salary and benefits. The County Administrator, in consultation with the Director, is responsible to administer the compensation plan.

20.1 Basis of Salary

All FLSA non-exempt employees shall be paid based on the actual number of hours worked, including authorized absences with pay, to the total number of hours worked, including authorized holidays, in the payroll period.

All FLSA exempt employees shall be paid a predetermined monthly salary. Payroll and compensation practices and procedures shall account on an hour-for-hour basis the accrual and use of paid leave. Provided, however, that employees exempt from the overtime requirements of FLSA shall not have their salary reduced during the workweek in which they performed any work with the following exceptions:

- Docking of salary is permissible under the law for administration of protected leave under Family Medical Leave Act, Americans with Disabilities Act, Pregnancy Disability Act and Military leave; and
- For infractions of security regulations of major significance promulgated by the County or another government agency, or for infractions of safety rules of major significance intended to prevent serious danger to the workplace or to other employees.

20.2 Rates of Pay

Each employee and County Official shall be paid at one of the steps of the range prescribed for the classification. Temporary and Extra Help workers shall be paid at the range established for un-skilled, semi-skilled, or skilled workers as approved by the Director.

20.3 Beginning Employee Salary

Unless otherwise provided, all employees should be hired at the entry step of the range. A County Official who believes that, based on the qualifications and prior experience of the candidate, an appointment should be made at a step higher than the first step will present their request in writing to the Director, who has authority to approve or deny the request up to Step 5 of the pay schedule. Requests for appointment beyond Step 5, or that require a budget change shall be approved by the Administrator.

20.5 Elected Official Salary

Salaries for the Assessor, Auditor, Community Development Director, County Commissioners, Sheriff, and Treasurer are set by the Board of Commissioners in Resolution 12, 2020 and reflected in the Consolidated Position List.

20.6 Benefited Court Commissioner Salary

Salaries for the benefit eligible ~~Family Court Commissioner~~ and District Court Commissioner are set by the Board pursuant to the below specified percentage of the judge salary for the respective court to which assigned:

Year 1 — 80 percent of the Judge salary
Year 2 — 85 percent of the Judge salary
Year 3 and above — 90 percent of the Judge salary

The salary for the benefited/full-time Superior Court Commissioner is 90% of the salary of the Superior Court Judges. Additional benefits will be allocated as set forth in Policy 225, except as specifically provided in that policy under .3(3)(1). No adjustments to that salary will occur based upon step increases, cost of living adjustments, or other negotiations that benefit/burden other county employees.

20.7 Judges Salaries

Salaries for District Court and Superior Court Judges are set pursuant to RCW by the Washington Citizens' Commission on Salaries for Elected Officials.

20.9 Step Increases

Step increases for regular, benefited employees and Appointed County Officials shall be at 12-month intervals. Step increases shall be subject to written satisfactory evaluation of job performance as determined by the County Official. Increases shall be effective on the first day of the month following the 12-month anniversary except when the anniversary falls on the first day of the month in which case the increase shall be effective on that day.

Temporary, Part Time non-benefited including retirement only, or Extra Help Workers with no break in service shall be eligible for step increases after 2080 hours of work. Road and Parks seasonal workers returning from the prior year's service shall be eligible for advancement to the next step in the same assigned range.

20.10 Cost of Living Adjustments

Cost of Living Adjustments are part of the negotiated labor agreement for represented employees.

The salary schedule for County Officials, Charter exempt, non-represented, temporary, and extra help employees shall be adjusted in an amount the same as any cost of living adjustment granted to the management and professional unit not less than zero nor to exceed three percent. Except that the wage for Court Commissioner, County Prosecuting Attorney, , and District Court Judges shall only be adjusted when salaries are modified by the state.

20.11 Provisions Should No Labor Agreement be in Place

In the event agreement has not been reached between the County and Local 1619-MP prior to the expiration of the then existing agreement, Charter exempt, non-represented, temporary and extra help employees shall be compensated at their previous rate plus the last County offered COLA increase, if any, not less than zero nor to exceed three percent.

In addition, the employment group identified in this sub-section and Elected Officials shall receive the last County-offered increase in County contribution to medical/dental/vision, if any. Any increases awarded under this section shall be effective until settlement by Local 1619-MP at which time any additional wages and benefits, including any settlement for retroactive payments shall also be paid. Benefit eligible Judges and Court Commissioners shall have county paid medical benefit contributions adjusted according to the settlement.

20.12 Rate/Step Placement upon Promotion

Whenever an employee is promoted, the employee shall be hired into the new range/step of the appropriate pay schedule as a rate no less than five percent high than the employee's salary prior to the promotion. A County Official who believes that a salary increase of more than five percent should be offered shall present a request for a higher rate and a justification to the Human Resources Director in writing. The Human Resources Director has the authority to approved or deny the request up to Step 5 of the appropriate pay schedule. Requests for appointment beyond Step 5 or requests that require a budget change must be approved by the County Administrator.

20.13 Step Placement on Demotion

When a demotion occurs, the County Official shall recommend to the Director a salary for the demoted employee within the salary range of the lower classification which may be less than or equal to the employee's present salary. If a new anniversary date is established, the new anniversary date shall be noted at the time of the demotion on the personnel action documentation.

20.14 Step Placement upon Recall

- (1) Recall to Former Classification

Employees returned to their former classification during the recall period shall be placed at the same step and benefit accrual rates as when they left employment. Adjusted Date of Hire and Adjusted Date of Classification shall be modified to reflect the layoff period.

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(2) Recall to a Lower Classification

Employees recalled during the lay off period, to a classification lower than the classification from which they were laid off shall be placed at a step determined by the Director, in consultation with the County Official. Unless approved by the Administrator, the employee shall not be returned at a wage higher than at the time of lay off, or at a step higher than that approved in the budget. Adjusted Date of Hire and Adjusted Date of Classification shall be modified to reflect the layoff period.

(3) Hiring after the Recall Period has Expired

A previous employee re-hired through the competitive process after their time on the recall list has expired is hired as a new employee. Seniority, benefit accrual, and salary are as if the employee had not previously been employed by the County.

.30 HOURS OF WORK

All County positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and Washington Minimum Wage Act regulations.

It is the policy of the County to establish a workweek of 40 hours with a 7-day workweek. Alternate workweeks of 40, 37.5, and 35 hours may only be established by the Administrator based upon business necessity. The workweek runs 12:01 a.m. Monday through Sunday 12 midnight.

The County recognizes that County Officials are responsible to perform their work functions without regard to a set number of hours in the workday or workweek. It is also recognized that each County Official requires one employee to be a confidential employee, available to work when necessary to accomplish essential tasks. The County Charter requires Elected County Officials to designate one individual as exempt from the Personnel System to serve as their chief deputy or administrative assistant. It is the policy of the County that each Elected and Appointed County Official may designate a 40-hour workweek for one individual in their office.

For law enforcement, corrections, and detention employees, the established work period may be subject to C.F.R. 29, Section 207(k), (referred to as 7k). Employees are responsible for accurately reporting all hours worked according to these policies. Sheriff's Department and Juvenile Department employees work schedules may be established based upon 24-hour operation. Workweek for employees, other than those scheduled on a 24-hour operation, shall be four or five consecutive days, evenly divided according to the assigned work hours, but may be varied depending upon business necessity.

Employees shall be assigned to work either a standard or alternate/flex workweek. The workday and workweek shall be established by the County Official of each department and kept

on file with the payroll clerk for that department. The workday and workweek may be changed to accommodate the efficient operation of the department.

30.1 Limitations for Temporary, Extra Help, and Seasonal Workers

Work hours of extra help employees shall be restricted to 69 hours per calendar month. The work hours for temporary and seasonal workers whether skilled, semi-skilled, or unskilled shall be limited by the County Official so as not to qualify the employee for any benefits, including retirement, unless specifically approved by the Director. County Officials are required to be familiar with Department of Retirement Systems' rules, labor contracts, and other regulations that affect employee benefit eligibility.

30.2 Meal Period

All employees shall be granted a meal period of one-half hour or one hour as determined by the County Official. Meal periods shall be taken at a non-public location away from the workstation.

30.3 Rest Periods

All employee work schedules shall provide for a 15-minute rest period during each one-half shift. An additional rest period may be granted for each additional 2-hour increment that an employee is required to work beyond the normal shift. Rest periods may be required to be taken at the workstation.

30.4 Break Time for Nursing Mothers

A nursing mother shall be entitled to unpaid breaks for up to one year after the birth of her child. Such breaks must consist of a "reasonable" amount of time for expressing milk as frequently as needed by the nursing mother.

The County provides a space that is shielded from view and free from intrusion from coworkers and the public. Upon request, an eligible nursing mother will be issued a key to the designated space.

35 OVERTIME

County Officials are responsible to schedule employees in order to provide adequate service while minimizing overtime. Overtime shall only be authorized for business necessity and only within budgeted funds. No overtime shall be authorized for employee convenience.

35.1 Authorization for Overtime

All overtime shall be approved in advance by the employee's supervisor; however, in the case of emergency, the employee shall notify the supervisor as soon as possible of the need to work overtime.

35.2 Definition of Overtime

Unless otherwise specified in a labor agreement, overtime shall be considered as time worked in excess of 40 for the workweek. Part-time or extra help employees whose hours are set at less than 40 shall not be eligible for overtime until the total work hours exceed 40.

35.3 Overtime Rate

Unless otherwise specified in a labor agreement, the rate of compensation for overtime worked shall be 1-1/2 times the employee's regular rate of pay including any shift differential, standby pay, incentive pay or any pay added to the rate as established in the pay plan.

35.5 Compensatory Time

Employees may accrue compensatory time in lieu of overtime payments, with the approval of the supervisor. Unless otherwise specified by labor agreement, employees may not accrue time in excess of 40 hours. Compensatory time will be accrued at the rate of 1-1/2 hours for each hour of authorized overtime worked. The employee and the supervisor are encouraged to schedule use of compensatory time by mutual agreement. The County may purchase back the entire compensatory time balance of any employee, or a portion thereof, at any time with written notice to the employee. The employee may convert compensatory time to overtime by written request.

35.6 Time-off Plan for Non-Represented FLSA Exempt Employees

Non-Represented employees exempt under the FLSA are salaried and exempt from overtime. Such employees may flex time off within a month with Department Head approval. In a calendar month employee hours of work and hours of paid leave shall total not less than the regularly scheduled hours of work for the month.

- a. Non-Represented employees who are exempt under FLSA shall be entitled to earn hour for hour time off commencing with the sixth (6th) hour **worked** beyond their regularly assigned workweek of 37.5 or 40. An annual maximum of two (2) weeks may be earned and either accumulated or used. Such hours must be used as time off prior to the end of the calendar year and shall not be eligible for cash payment or used for the purpose of extending benefits beyond the last active at work day. Flex time (where the employee still works their full 37.5 or 40 hours per week, but on a flexible schedule) off is authorized under this provision. Such flexible schedule is termed an alternative workweek. Except in the case of an emergency that requires immediate action, hours in excess of the fifth (5th) hour require pre-approval by the Department Head.

35.7 Overtime Hours not to Affect Benefits

Overtime Hours shall not be credited toward any employee benefit accruals or have any affect on probation, step, or other accrual dates.

35.8 Emergency/Disaster Operations

All FLSA exempt employees performing emergency/disaster duties when working full-time under any activation level designated by the County Commissioners for which the State approves the County for public disaster assistance will be compensated as follows:

- a. Employees will be paid at straight time the sum of their regular hourly rate for those hours worked in excess of 40 in a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activations/deployments as determined by the County Administrator or designee. During federally declared disasters overtime compensation will be limited to cash payments.
- b. For those hours worked during the activation, one dollar (\$1) is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, shift differential, split shift differential, assignment pay, and/or schedule change.
- c. Unless otherwise noted in writing, employees will retain the assigned workweek while supporting emergency/disaster operations. However, employees' assigned work hours may be different from their regularly assigned work hours.
- d. These provisions are limited to qualifying work performed in the Clallam County Emergency Operations Center, in a Joint Field Office, and work in direct support of EMAC or other Mutual Aid activations/deployments.

.37 VEHICLE ALLOWANCE

A monthly vehicle allowance is provided to certain County Officials. The vehicle allowance is intended to partially reimburse the County Official for travel as part of official business within Clallam County. Travel outside Clallam County shall be reimbursed in accordance with the County's travel reimbursement policy. When traveling outside the County, County Officials who receive vehicle allowance shall deduct the mileage traveled within the County from their total mileage. Unless otherwise provided by contract, the monthly vehicle allowance amount shall be set annually as part of the budget adoption process.

Unless provided a County vehicle in accordance with the County's vehicle policy, the following Elected Officials shall receive monthly vehicle allowance: Assessor, Auditor, Commissioners, Director of the Department of Community Development, Prosecuting Attorney, and Treasurer.

Vehicle allowance will be authorized, in writing, by this policy, employment contract, or Personnel Action Form, approved by the Administrator.

.40 COMPENSATION FOR STAND-BY AND ON CALL STATUS

Time spent in stand-by status is considered compensable hours. Time spent in On-Call status is not considered compensable hours, except that any time spent actually working is paid.

.42 COMPENSATION FOR HIGHER CLASSIFICATION WORK

Except for on-the-job training purposes, whenever an employee is assigned to perform the entire job function of a higher classification for a period of two weeks, the employee may be paid at the higher range for a minimum increase of 5 percent (two steps on the 9-step scale). Performance of such duties on an occasional basis, for short periods, or for training purposes is not subject to pay increase. Out of class pay will not be paid while an employee is on any form of leave unless approved by the Director.

.43 COMPENSATION FOR LEAD WORKER

An employee who is assigned lead worker responsibilities shall be paid a minimum increase of 5 percent (two steps on the 9-step scale) for all hours active at work. Lead worker pay shall not be paid while an employee is on any form of leave, unless approved by the Director.

.44 COMPENSATION UPON TERMINATION

Upon an employee's separation from County employment, the employee will receive the following compensation at the time of the next regularly scheduled payroll:

- a. Wages for all hours that have not been paid
- b. Any holiday pay due
- c. Accrued vacation up to the maximum accrual allowed
- d. Accrued sick leave at the following percentages:
 - 100 percent if death occurs while employed or employee is totally disabled in the line of duty
 - 10 percent if separated other than termination for cause
 - 20 percent upon retirement
 - None if terminated for cause
- e. Any applicable severance pay

Note: Upon retirement PERS 1 employees hired after 1 January 1996 shall be paid for a maximum of 240 hours combined vacation and sick leave unless otherwise provided by contract.

.45 BENEFIT CASH OUT UPON TRANSITION FROM EMPLOYEE TO ELECTED OFFICIAL

Upon election to a County office an employee may choose to cash accrued vacation and/or sick leave benefit as if separated other than termination for cause. In such event payout shall be calculated at the last rate of pay for the last position held prior to election to office.

In the event an election is made not to cash out vacation and/or sick leave, such accruals may be frozen at the earned rate and be eligible for cash out at the time the person ends employment with the County.

.50 PAYROLL

In addition, the County has reserved the right in the future to compensate all non-exempt FLSA employees based upon the hourly rate. Currently the County utilizes a compensation formula of annual salary divided by 24 half-months.

50.1 Time Sheets

The County utilizes an electronic sheet to record daily time activity for all employees and County Officials. It is the responsibility of each employee to accurately record all hours worked and leave used prior to the end of each daily shift. Exceptions to this practice shall only be acceptable when extenuating circumstances beyond the employee's control prevent record keeping for a given day. In such event, it is the employee's responsibility to accurately document the prior day's time at the start of the next shift. Time sheets must be completed and submitted to the timekeeper by the end of the shift on the last working day of the month.

The County payroll system will not process countywide payroll until every employee's time has been processed. Therefore, employees and their supervisors will be held accountable for any failure to timely submit accurate time records. When failure to do so occurs, the County Auditor will authorize input of assumed data in order to process payroll. Such assumed data will be subject to correction based upon accurate information received in the subsequent payroll period. When this inconvenience is caused by an employee or supervisor, appropriate discipline will be recommended.

Falsification of time records shall be grounds for immediate discipline, up to and including discharge.

50.2 Pay Periods/Payday

During open enrollment, employees will have the opportunity to choose between monthly or semimonthly payroll to be effective for 12 months starting January 1 of the following year. Semimonthly pay periods are the 1st through the 15th and the 16th to the last day of each calendar month and employees are paid on the 10th and the 25th of each month for the preceding half month. For exempt/salaried employees one-half of their monthly salary will be paid each semimonthly period.

The monthly pay period begins the 1st day of the month and ends the last day of each month and employees are paid on the 10th of each month for the preceding month. If no written choice is made by the deadline, the default is semimonthly payroll.

If a payday falls on a weekend or courthouse holiday, pay will be deposited on the last banking day before the normal payday.

50.3 Garnishment of Wages/Liens

The County is required by law to accept legal garnishments or liens attached to employee wages. Garnishments and liens require the County to withhold a portion of the employee's disposable earnings for the satisfaction of a debt, and remit the withheld amount to the court or the Internal Revenue Service. If a garnishment or lien is received by the County, the employee will be so notified by Payroll, and may be encouraged to seek the advice of a professional financial counselor.

Wage garnishments and liens place an administrative expense and burden on the County. For every transaction processed, the County will charge the maximum statutory fees allowable.

50.4 Direct Deposit of Paychecks

The County utilizes direct deposit of paychecks for the convenience of employees. All employees shall utilize direct deposit. Employees can access information about payroll deductions, benefits, and leave accruals through the online employee self-service center.

Employees may direct the deposit of their paycheck into two bank accounts of their choice. The Direct Deposit Enrollment Form and other required documentation must be completed and submitted to the Human Resources Department to authorize direct deposit.

50.5 Payroll Deductions

The County will withhold from an employee's paycheck those deductions required by law, authorized benefits, union dues, and purposes approved by the Administrator.

.60 RELOCATION EXPENSES

Exceptional circumstances may warrant reimbursing a new employee for certain reasonable costs and expenses directly related to relocation. In all such cases, approval must be obtained from the Administrator before extending any offer to reimburse the employee for relocation expenses. Relocation reimbursements or estimates should be considered in conjunction with determining appropriate salary offers, as they are in effect a part of the new employee's first year earnings, and should be consistent with the employee's salary level.

60.1 Eligibility

Reimbursement for relocation expenses will only be considered for candidates for full-time positions in those instances where substantial recruiting efforts have not identified a sufficient number of qualified applicants living within a reasonable commuting distance of the County. Prior to receiving such reimbursement, individuals must agree that, if they voluntarily separate from the County within two years of the effective date of their appointment, they will repay any monies received for relocation expenses.

60.2 Taxability of Relocation Expenses

The Internal Revenue Service currently requires that each employee report as regular income all amounts received from or paid by his/her employer for the expense of moving from one residence to another. All applicable taxes are the sole responsibility of the employee, and will not be reimbursed by the County.

.100 CONSOLIDATED CLASSIFICATION/POSITION LIST

The County's consolidated list of classifications and positions is available on the County's internet site at <https://www.ClallamCountyWA.gov/employment>

DRAFT

**THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR CLALLAM COUNTY**

JUDGES

**Brent Basden
Lauren Erickson
Simon Barnhart**

**COMMISSIONER
Brandon R. Mack**



**Clallam County Courthouse
223 East Fourth Street, Ste 8
Port Angeles, WA 9862-3015**

360-417-2386 or 360-417-2486

January 18, 2023

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
223 E. 4th Street
Port Angeles, WA 98362

Re: Superior Court Commissioner Salary

Greetings:

We write to explain why we are asking that the County policies which impact the salary of the Superior Court Commissioner be modified as set forth in our proposed changes. We look forward to meeting in person and being able to answer any questions you may have.

First, the policy of paying the Superior Court Commissioner 90% of the Superior Court Judges salary has always been the practice of this County. It was what Judges Velie, Meiner, Wood, Williams, Taylor, Rohrer, Melly, Coughenour, Basden, Erickson and Barnhart have always supported. It has always been the consensus that this salary represents fair compensation for the work and responsibilities assumed by the Court Commissioner.

No judicial officer has ever been asked to support a different policy, and none has ever done so.

Second, it appears that in 2009 the policy was changed. It was not a policy that was discussed with the judiciary. The reasons for the change were never discussed and no perspective of the judiciary was ever obtained. More importantly, although formally adopted, it was never implemented.

Specifically, its adoption in 2009 would have reduced the salary of Commissioner Basden at that time. That was not done. In 2019 when Commissioner Mack was hired, the policy was not implemented.

Third, there appears to be no reason to implement the policy at this time other than the fact that it has been discovered to exist. There is no functional change in the qualifications or responsibilities of the Commissioner. To the court's knowledge, nobody has, or could, advance a reason why this position should be compensated at a lower rate. No reasons were articulated, at least to the judiciary, for the decision in 2009.

Fourth, a graduated pay increase for a full time Court Commissioner is inappropriate. It is not an increase that is based upon performance. It is not an increase that is based upon changing responsibilities. It is not an increase that is based upon keeping up with inflation. In fact, as part of the recession in 2008, the judiciary went a few years without pay increases even though County employees received their normal cost of living adjustments. The Court Commissioner is expected to assume the position and fulfill all of the duties of that position from day one. Superior Court will not be asking for additional help based upon the new Court Commissioner needing time to adjust to the position.

Fifth, the County has budgeted this position for 2023 at the rate of 90% of the judges salary.

Sixth, Court Commissioner responsibilities vary from county to county. In Clallam County, the Court Commissioner has a workload that justifies the salary that has been provided, even if that salary is different from what is provided in other locations.

A bit of historical perspective may be helpful.

In 2014 it became clear that the Court Commissioner position had, in terms of workload, become untenable. At that time the County Commissioners authorized the hiring of a part-time commissioner and allotted \$21,000 per year for that purpose. This amount was above and beyond the normal Pro-Tem Commissioner budget that remained in place for needed "fill-in" assistance. Prior to his appointment as a judge to the Superior Court Bench, Brian Coughenour filled that position.

Upon Judge Coughenour's appointment as a Superior Court Judge, an effort was made to find a replacement. The court was unable to find an attorney willing to take that part-time position. As a temporary fix, Commissioner Basden's salary was adjusted to 95% of the Judge's salary¹, and he reassumed some of the responsibilities until a permanent solution could be found. This resulted in a savings to the County of about \$13,000 per year. But that approach was not sustainable.

¹ Part-Time Family Court Commissioner Agreement, June 1, 2015 – see attached Exhibit 1.

In 2019 Commissioner Basden was appointed as a Superior Court Judge. It was believed at that time that reorganizing some of the Commissioner's responsibilities to fall to the Judges would allow for a return to the 90% salary for the commissioner position. A concerted effort was made by Judge Basden, Judge Erickson, and Judge Barnhart to reallocate the judicial responsibilities. That has been accomplished.

Despite the fact that the judicial needs for Superior Court² are 4.5 judicial officers, there remains a commitment to not seek additional judicial resources. But the reality of that decision is that all judicial positions, including that of the Court Commissioner, carry a workload in excess of the recommended workload.

It is perhaps worth noting that the term "judicial needs" is ambiguous. The resources available to judicial officers in one county are frequently different from what is available in another county. In many counties judges and commissioners have full-time research staff attorneys, individual bailiffs, and individual clerks to assist. If the judicial needs analysis really compared "apples to apples" with other counties, Clallam County, like other rural counties, would be significantly under-funded.

Seventh, salary surveys with other counties are extremely difficult. For example, Clallam County has a unified family court. This allows for families to have the benefits of a global approach to an understanding of the legal challenges they face. Specifically, a family may have members appearing simultaneously on one or more of the Truancy, At-Risk Youth, Juvenile Offender, Dependency, Protection Order, and family law calendars. Having a designated judicial officer handling those cases is invaluable in terms of continuity of approach. That is possible because of the court's decision to allocate the Court Commissioner's responsibilities in that way. The consequence is that it creates a significant workload for the Court Commissioner. Other counties take different approaches, and presumably arrive at compensation decisions in accordance with their practices.

Eighth, judicial needs estimates do not adequately account for some of the work of the Commissioner position. Therapeutic courts are not considered in judicial needs estimates. Accordingly, the Court Commissioner's responsibility for L.I.F.T. Court goes uncounted. The recent efforts to better meet the needs of Indian children, and families with infants and toddlers in the dependency system take judicial resources, but are not currently counted in determining judicial needs estimates.

As a judiciary we appreciate the efforts of the County Commissioners to be supportive of the courts. We have seen and experienced that support in tangible ways. We are respectful of the role of the different branches of government. We will always advocate for the best interests of the court but will also accept and support the decision of the Commissioners, both when we agree and when we do not agree.

² Superior Courts -- Judicial Needs Estimate by Full-Time Equivalents, 2020, Projected Findings -- see attached Exhibit 2.

Thank you for your careful consideration of this issue.

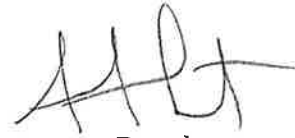


Lauren Erickson
J U D G E

Sincerely,



Brent Basden
J U D G E



Simon Barnhart
J U D G E

cc: Rich Sill, County Administrator/HR Director
Mark Lane, Chief Financial Officer

Enclosure/Attachments

PART-TIME FAMILY COURT COMMISSIONER AGREEMENT

861.15.003

This Memorandum of Agreement (Agreement) is made and entered into effective June 1, 2015, by and between the Superior Court of the State of Washington for Clallam County and Commissioner Brent Basden.

1. **Undertaking:** Commissioner Basden agrees to perform the additional judicial duties related to the following case types: (1) Truancy; (2) Youth at Risk; (3) Children in Need of Services; and (4) Child Support Contempt/Review Matters. Commissioner Basden will act as both a Statutory and Constitutional Commissioner in fulfilling these duties.
2. **Compensation:** Commissioner Basden shall be compensated at the rate of 5% of his normal salary for performing the additional judicial duties described above.
3. **Agreement:** This agreement will renew automatically on June 1st each year unless either party terminates in writing. The contract is terminable at will by either party.

IN WITNESS WHEREOF, the parties have each subscribed this Agreement to take effect on June 1, 2015.

By: 
Erik Rohrer, Judge

By: 
W. Brent Basden, Commissioner

By: 
Jim Jones, Jr., County Administrator

(Exhibit 1)



CONTRACT SUMMARY

(This Form is used for contracts to be approved by the Administrator)

Department: 00100.861 Superior Court

Date Submitted: 6-5-2015

Required Originals: Attached? ☒

Prosecutor Review? Yes: ☐ No: ☒

Item Summary:*

☒ Contract/Agreement/MOU** Contract # 861.15.003

Executive Summary:

With Commissioner Coughenour's judicial appointment, the Court needs to fill the Part-time Family Court Commissioner position. The Court negotiated an agreement with Commissioner W. Brent Basden to absorb those additional commissioner calendars with a 5% salary increase of his normal salary. Commissioner Basden will take over Truancy, Youth at Risk, Children in Need of Services and Child Support Contempt Calendars.

While Commissioner Coughenour received \$1,750 per month, Commissioner Basden's 5% salary increase amounts to \$586.36 per month. This is an approximate reduction and/or savings of \$6,782 for 2015.

Budgetary Impact:(Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda)

Will result in a decrease in expenditures.

Recommended Action:(Does the Board need to act? If so, what is the department's recommendation?)

Approval of attached Part-Time Commissioner Agreement.

County Official Signature: Ann R.

Clevenger, Melinda

From: Jones, Jim
Sent: Friday, May 22, 2015 9:47 AM
To: Clevenger, Melinda; Sill, Richard
Subject: RE: Part-Time Commissioner Position

Lindy,

While I very much appreciate the attempt to look for savings, like you identify with this plan, the 2016 budget is likely going to get so much more complicated for all General Fund Departments, that I don't think it is wise to make a change right now expecting it will last for 2016. I would be happy to come talk with you and the judges, in private, at their convenience, to share my thinking and concerns.

Jim

From: Clevenger, Melinda
Sent: Friday, May 22, 2015 8:54 AM
To: Jones, Jim; Sill, Richard
Subject: Part-Time Commissioner Position

I am writing for direction on how best to proceed.

With Com. Coughenour's judicial appointment, the court needs to fill the part-time commissioner position. The part-time commissioner position is budgeted at \$21,000 per year. The court is proposing that Com. Basden absorb the three commissioner calendars provided that he is given a 5% salary increase to 95% of a Superior Court Judge salary. This would result in \$13,173 savings for the 2016 budget. Less of a savings this year since we have paid Com. Coughenour thru May.

In one sense, this is similar to a reclassification with additional duties & additional pay. However, by County Resolution, Com. Basden is paid 90% of the Judge's Salary. An increase to 95% would most likely need a Board work session and new resolution.

Thank you. Lindy
X2386

Superior Courts	Superior Courts - Judicial Needs Estimate by Full-Time Equivalents, 2020 Projected Filings ¹				
	Judges	Authorized but Unfilled Judge Positions ²	Full-Time Commissioners	Part-Time Commissioners (Equivalent FTE)	Total Estimated Judge Need ³
Adams	1.0				0.90
Asotin, Garfield and Columbia	1.0				2.02
Benton & Franklin	7.0		3.00		12.02
Chelan	3.0	1.0	1.00	0.03	4.29
Clallam	3.0		1.00		4.51
Clark	10.0		3.00	0.40	15.82
Cowlitz	5.0			0.79	6.91
Douglas	1.0				1.50
Ferry/Stevens /Pend Oreille (Ferry)	2.0		1.00		3.87
Grant	3.0		1.00		4.70
Grays Harbor	3.0			0.25	4.54
Island	2.0				2.98
Jefferson	1.0			1.50	1.63
King	53.0		9.00		76.40
Kitsap	8.0		1.00		10.29
Kittitas	2.0				2.12
Klickitat/Skamania	1.0			0.16	1.57
Lewis	3.0		1.00	0.28	6.20
Lincoln ⁴	1.0				1.13
Mason	3.0			0.88	3.24
Okanogan	2.0			0.40	2.43
Pacific/Wahkiakum ⁵	1.0				1.53
Pend Oreille (See Ferry)					
Pierce	22.0	2.0	9.00		30.22
San Juan	1.0				0.79
Skagit	4.0		1.00	0.35	6.78
Skamania (See Klickitat)					
Snohomish	15.0		5.00		21.51
Spokane	12.0	1.0	8.00		23.93
Stevens (See Ferry)					
Thurston	8.0		3.00		14.06
Wahkiakum (See Pacific)					
Walla Walla	2.0			0.50	2.97
Whatcom	4.0		3.00	0.80	8.46
Whitman	1.0				1.45
Yakima	8.0		2.00	0.50	11.89
Statewide Total	193.00	4.00	52.00	6.84	292.66

Staffing levels measured are those in effect on 12/31/2019.

¹ Year 2020 projected filings are based on the previous five-year filing trends of the various case types in a given court.
Needs estimates are based on the previous five years of data for the number of total judicial officers and case resolutions.

(Exhibit 2)

**LEGAL ACTION REQUEST
FOR CLALLAM COUNTY PROSECUTING ATTORNEY**

DEPARTMENT: Superior Court

DATE: 1/11/23

Legal action requested or question you desire to be answered:

Would you please review the attached two Draft Policy documents with track changes regarding Policy 220 (Classification, work hours and compensation) section .20 (Compensation), and Policy 225 (Employee Benefits) section .3 (Vacation Leave) and return to us by Tuesday, January 17, 2023, with your approval or any comments/suggestions that may be needed.

This is a rush request that is time sensitive in regard to the salary and benefits of the Family Court Commissioner position that we are currently advertising for and closes on 1/19/23.

If request is for contract review:

- Is this for a subcontract under a grant or other contract for private, state or federal funding? Yes ☐ No ☒
- Have you previously submitted subcontracts under the grant or contract for review? Yes ☐ No ☒
- If both responses are "yes," identify:
Granting/contracting entity: _____
Grant/contract number: _____
Date of grant/contract: _____
- If the first is answered "yes" and the second "no," please provide a copy of the grant or contract.

Legal action needed by: 1/17/22

(date)

Please attach any materials necessary or helpful to the attorney in accomplishing this request.

Lacey Halberg, ext. 2386

Official Requesting Action Ext.

PROSECUTING ATTORNEY USE ONLY:

Referring Dept.	_____
Date Received	_____
Opinion Rendered	_____
Reviewed by MBN	_____

Halberg, Lacey

From: Boughton, Dee
Sent: Tuesday, January 17, 2023 1:09 PM
To: Halberg, Lacey; Stanley, Elizabeth
Cc: Cincotto, Kari
Subject: RE: Draft Policy Review Request - 220 and 225

Lacey,

I have reviewed the draft amendments, and approve them "as to form". You can include this email with your agenda summary to the BoCC.

Best,

Bert Dee Boughton | Deputy Prosecuting Attorney | Clallam County
223 E. 4th Street, Ste. 11 | Port Angeles, WA 98362 | desk: 360.565.2720 | fax: 360.417.2543 |
dee.boughton@clallamcountywa.gov

From: Halberg, Lacey <lacey.halberg@clallamcountywa.gov>
Sent: Wednesday, January 11, 2023 12:29 PM
To: Boughton, Dee <dee.boughton@clallamcountywa.gov>; Stanley, Elizabeth <elizabeth.stanley@clallamcountywa.gov>
Subject: Draft Policy Review Request - 220 and 225

Re: Draft Policy Review Request – 220 and 225

Good afternoon,

Please see the attached LAF outlining our request and two policies with track changes for your review. This is a rush request as we would like to get this scheduled before the BOCC on 1/23 for review. Please let me know if you have any questions.

Lacey Halberg | Superior Court Administrator
223 E. 4th Street, Suite 8 | Port Angeles, WA 98362
Ph. 360-417-2386 | Fax 360-417-2581 | lacey.halberg@clallamcountywa.gov



AGENDA ITEM SUMMARY

30
JAN 31 2023

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Superior Court

WORK SESSION ☒ Meeting Date: 1/23/23, 9am

REGULAR AGENDA ☒ Meeting Date: 1/31/23, 10am

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Modification of Current County Policy 225 |

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for review of County Policy 225 "Employee Benefits" in regard to the Court Commissioner salary. This position was established in 1991 at a pay range of 90% of the judges' salary which is set by the State. Currently this position has become vacant, and we are advertising for a new Court Commissioner, however, we noticed that there was a policy change implemented in 2009 stating a different benefits package for the Court Commissioner. We are asking the Board to review this policy and consider our request to amend as stated in the attached letter and supporting documents submitted on behalf of Superior Court.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) If a budget action is required, has it been submitted and a copy attached? ☐
The funds for this position are currently in our 2023 budget, no budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Adopt our request to amend County Policy 225, Employee Benefits

County Official signature & print name:

Lauren Erickson

Name of Employee/Stakeholder attending meeting:

Lacey Halberg

Relevant Departments:

Superior Court

Date submitted:

1/18/23

* Work Session Meeting - Submit 1 single sided/not stapled copy
Benefits

Agenda Item Summary - Court Commissioner Policy 225 Employee

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

PUBLIC HEARING

Amending Clallam County Policy 225 Employee Benefits

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday February 14, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the policy listed above. All proposed policies are available on the County website <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Amending Clallam County Policy 225 Employee Benefits
Compensation

SUMMARY OF PROPOSED CHANGES:

Amending Policy 225 Employee Benefits. See copy of full Policy details at:
<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Publish: February 3, 2023
Bill: Superior Court Administrative Office

Loni Gores, MMC, Clerk of the Board



RESOLUTION _____, 2023

ADOPTING AMENDMENTS TO
POLICY 225 EMPLOYEE BENEFITS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Formal policies and procedures were developed and implemented in 2004 to ensure accountability in government and consistency of process.
2. Periodic updates are required as government rules and regulations change as well as current practices.
3. The proposed amendments to the policy were posted on the Intranet to allow staff time to review and comment. Prosecuting Attorney's Office reviewed the policy amendments.
4. A public hearing was held February 14, 2023 to solicit testimony.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners in consideration of the above findings of fact:

1. The amendments to Policy 225 Employee Benefits are adopted for inclusion in the Clallam County Administrative Policy Manual.

PASSED AND ADOPTED this 14th day of January, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mike French

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EMPLOYEE BENEFITS

.1 POLICY

Fringe benefits are granted to regular employees as a part of total compensation. Eligible full-time employees shall accrue benefits based on the established hours for the workweek. Eligible part-time employees accrue benefits based on a percentage of a full time 40-hour position. Appointed Department Heads accrue benefits as specified in the individual employment agreement between the Department Head and the Board of County Commissioners. The Court Reporter, an exempt employee under the RCW and the charter, shall not accrue holiday, vacation, or sick leave benefits under this policy. For all other charter exempt, non-represented, and other employees unless otherwise specified by contract, the following benefits, rules, and procedures apply:

.2 HOLIDAYS

2.1 Standard County Holidays

The following days shall be recognized as the Standard County Holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day following Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25

Whenever a standard holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday; and whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

2.2 Standard Floating Holidays

Unless otherwise provided by contract, benefited employees shall receive four (4) standard floating holidays earned on 1 January of each year (or after 180 days of employment for new employees). Use of floating holidays is selected by mutual agreement of the employee and supervisor.

Floating holidays must be used by December 31 of each year or be lost. Employees who have not used their floating holidays and transfer to another department within the County are entitled to transfer their remaining floating holidays for use prior to the end of the calendar year. Employees may use floating holidays during their two (2) week notice of termination.

2.3 Unpaid Holidays for Reason of Faith or Conscience

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience, or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The two unpaid holidays must be used in full day increments and if not taken within a calendar year do not carry over from one year to the next.

At least 14 calendar days in advance of the desired unpaid holiday(s), the employee must submit a written request to his or her supervisor to take the desired days(s) off. The employee will be allowed to take the two unpaid holidays on the days he or she has selected unless the employee's supervisor determines the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term "undue hardship" is defined in WAC 82-56-020). If more than one employee per department or division submits a request for the same date(s), requests will be granted, to the extent possible, in order of submission.

2.4 Eligibility for Holiday Benefits

Benefit eligible employees who have completed one week of continuous employment shall be eligible for holiday benefit. Eligible part-time employees, regardless of their daily schedule, will receive pro-rated holiday pay off based on their regular weekly hours. If the holiday falls on an employee's regularly scheduled day off, they must take their next actual workday off.

Holiday pay shall not be authorized if an employee has previously resigned, has been laid off, discharged or suspended prior to the holiday.

2.5 Holiday during Leave

Should an employee be on authorized paid leave when a holiday occurs, such holidays shall not be charged against such leave.

2.6 Work Performed on Holidays

If an FLSA exempt employee taking standard county holidays works on any of the holidays listed above, he/she shall, in addition to his/her pay for the hours worked, be entitled to administrative leave on an hour-for-hour basis.

.3 VACATION LEAVE

3.1 Vacation Leave Accrual

Unless otherwise provided by contract, all regular full-time employees shall accrue vacation leave monthly based upon the following schedule:

Months of Service	Hours per Month	Days per Year
0 thru 48	8	12
49 thru 108	10	15
109 thru 168	12	18
169 thru 204	14	21
Over 204	16.666	25

Benefit eligible employees working less than 40 hours per week accrue vacation leave prorated based upon the fixed percentage of a full time equivalent. (For example, an employee designated at 60 percent FTE works 24 hours per week and receives 60 percent of a full time employee accrual rate. One FTE = 40-hours.

Vacation accrual is represented as hours earned, not days, nor dollars. The current wage rate will be used for purposes of vacation accrual transfer or payoff.

Total years of continuous County service in benefit eligible positions adjusted by any leave without pay shall be used for calculating vacation leave accrual.

The benefited Superior Court Commissioner will accrue vacation benefits at the rate of 16.666 hours per month commencing with employment.

3.2 Eligibility for Vacation Benefit

Benefit eligible employees earn vacation benefits. Employees may use only what has been accrued through the end of the month prior to the month when vacation is taken.

3.3 Maximum Accrual

Accrued vacation time for non-represented employees shall be limited to a maximum of 480 hours based on the employee's scheduled hours. The employee may only be paid for a maximum of 400 hours upon separation.

Maximum accrual of vacation time for employees represented by collective bargaining is governed by their respective collective bargaining agreement.

3.4 Accrual Over Maximum Not Allowed

Accrual beyond the maximum rate shall be forfeited at the end of each month the employee is at or above the maximum vacation accrual at the end of the last working day of the month.

3.5 Vacation Transfer

When an employee transfers from a department in one budget fund to a department in another budget fund, the transferring department shall calculate the value of the vacation accrual owed to the employee and deposit that amount with the receiving department. The rate of pay used for calculation shall be the employee's rate of pay in the transferring department.

3.6 Call Back During Vacation Period

An employee who is called back to work during a scheduled vacation period shall be paid for regular hours worked at double the normal hourly rate and for any overtime hours worked at triple the normal hourly rate. Employees called back from vacation shall be guaranteed a minimum of two hours' pay. PROVIDED, HOWEVER; if an employee is called back to work because of emergency beyond the County's control, the above-described increased rates of compensation do not apply. Under these circumstances, employee will receive a guaranteed minimum of two hours at the regular rate of pay.

3.7 Canceling Vacation

Once approved, an employee's vacation period should be respected unless an unforeseeable emergency exists that requires the employee's presence. If the employee's vacation should be so canceled, the employee may reschedule vacation to a future date, and such schedule shall be given priority by the County Official, provided it does not cause a conflict with other scheduled vacations. Cancellation of vacation shall not be done in a capricious or arbitrary manner.

3.8 Use of Vacation Leave upon Resignation or Retirement

An employee who resigns or retires from the County's service may only use vacation leave to complete the month of service in which resignation or retirement occurs.

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3.9 Use of Vacation

Employees are encouraged to schedule vacation annually. A minimum 2-week vacation from employment with the County is recommended.

Employees shall request their vacation time between January 1 and the last working day in March of each year. If in the opinion of the County Official, too many requests are received for the same time period, seniority by unit shall prevail. Any requests received after the last working day in March shall be considered on a first-come, first-served basis.

Use of vacation leave in less than full day increments is discouraged; however, such leave may be granted by the County Official with a minimum notice of 2-working days. Granting of such leave shall be subject to operational needs.

3.10 Extended Vacation

An employee who intends to use extended vacation (a period exceeding 4 weeks) shall make a request for vacation leave in writing to the County Official a minimum of 3 months in advance of the anticipated departure time. The purpose of the 3-month lead-time is to give the County Official sufficient notice to properly schedule and distribute the workload within the department. Conflicts in scheduling shall be resolved by the County Official, usually using seniority by unit as the determining factor.

3.11 Transferring Vacation to another Employee

Employees may donate accrued vacation leave to another employee when that employee is on Family Medical Leave (FMLA) and does not have sufficient accrued leave to remain in paid status. The employee donating leave may only do so on the form provided by the County. It is not subject to any grievance or appeal procedure, up to and including arbitration, or legal action in any court of competent jurisdiction.

Donated leave shall be subject to the following guidelines:

- a. Employees may only donate vacation leave already accrued. No other leave is allowed to be donated.
- b. Leave donation may only occur if the receiving employee is on Family Medical Leave due to his or her own serious health condition, or due to the need to care for a family member's serious health condition, as defined under the Family Medical Leave Act of 1993 and subsequent case law or an ADA accommodated leave that is granted contiguous with the Family Medical Leave, or Pregnancy Disability Leave as defined under the Washington State Family Leave Act (RCW Chapter 49) preventing the employee's return to work and that employee has exhausted all accumulated vacation time, sick time or other leave with pay to

- which the employee is entitled; leave donation may not be made to employees who are on Workers Compensation time loss benefit.
- c. Employees who do not qualify for Family Medical Leave and have less than one year of service may receive up to 6 weeks donated leave;
 - d. Donated leave shall be credited to the receiving employee's sick leave account in increments equal to the total number of hours in the workday of the recipient employee; i.e., 7.5, 8, 9.5, 10 and will be used on an "as needed" basis in the order donation forms are received by the County.
 - e. Donated leave shall only be used for purposes of designated Family Medical Leave, or in the event the full 12 weeks of FMLA has been exhausted, then only for a continued ADA accommodated leave of absence for a terminally ill employee or the continued care of an employee's terminally ill family member; provided such leave has been applied for and designated prior to the expiration of the 12 weeks of designated FMLA.
 - f. Donated leave shall be applied in the same date order that it is received.
 - g. Donated Leave is not subject to cash payment upon separation nor shall leave be credited beyond that necessary for return of the employee to work. Unused donated leave shall be returned to the donor.

3.12 Maximum Donated Leave

The maximum donated leave an employee may receive during a consecutive five-year period shall not exceed 12 weeks, based upon the employee's normal workweek. Five-year period means a rolling five-year period measured backward from the date donated leave is used and continuous with each additional day of donated leave used. If the employee is terminally ill or the employee is caring for a family member (as defined by the FMLA) who is terminally ill, the maximum donated leave provision shall not apply (see 3.11 e. above).

3.13 Forfeiture of Donated Leave

In the event an employee is found to have abused this donation policy by using accrued vacation for vacation purposes during any period of authorized Family Medical Leave, all remaining donated leave shall be forfeited and returned to the donor.

3.14 Cash out of Vacation Accrual

Cash out of accrued vacation is not normally allowed except subject to policy upon separation. An employee with extreme hardship as defined in the Internal Revenue Code may make application to the Administrator to cash out up to 300 hours of accrued vacation leave. If approved, the employee's maximum accrual will be permanently reduced by the amount of leave cashed out.

.4 SICK LEAVE

It is the policy of the County to provide employees with sick leave as a financial protection against illness, injury, or temporary disability. Temporary disability is defined as the inability to perform assigned duties due to physical impairment, whether caused by pregnancy, accident, disease or other related factors.

4.1 Sick Leave Accrual

Full time benefitted employees accrue sick leave at the rate of 8-hours per month. Unless otherwise stated in a collective bargaining agreement, benefit eligible employees working less than 40-hour workweeks accrue based upon the fixed percentage of a full time equivalent. (For example, an employee designated at a 60 percent FTE works 24-hours per week and receives 60 percent of a full time-employee accrual rate. One FTE = 37.5 hours or more.)

Non-benefitted employees shall accrue sick leave at the rate of one hour per 40 hours actually worked.

Sick leave may be accrued without limit. All unused accrued sick leave shall carry over to the following year.

4.2 Eligibility for Sick Leave

Eligibility for use of sick leave is established after one month of continuous employment. Employees may use only what has been accrued through the end of the month prior to the month when sick leave is taken.

4.3 Use of Sick Leave

Accumulated sick leave may be used for the following purposes:

- a. An employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care.
- b. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care. Family member means any of the following: child, parent, spouse, registered domestic partner, parent of employee's spouse or registered domestic partner, grandparent, grandchild, or sibling.

- c. When the employee's place of business has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- d. For absences that qualify for leave under the Domestic Violence Leave Act.

If an employee uses paid sick leave under circumstances that do not qualify as FMLA Leave, the leave will not count against the 12 weeks of FMLA leave to which the employee is entitled. For example, paid sick leave used for a medical condition that is not a serious health condition or a condition lasting under 3 days does not count toward the 12 weeks of FMLA leave entitlement.

The Family Medical Leave Act, Washington Family Care Act, and Pregnancy Disability under Washington Family Leave are all administered differently. Employees should refer to each section later in this policy for details.

4.4 Use of Other Accrued Leave for Sickness

Employees who have insufficient sick leave accrued for a period of illness or temporary disability shall use all accrued vacation and comp time. Unpaid absence for sickness or injury not qualifying for Family Medical Leave or other statutory leave will be evaluated on a case-by-case basis and such employees may be subject to termination.

4.5 Extended Medical Leave

An extended medical leave is defined as an absence from work in excess of 3-workdays. An extended medical leave shall be subject to the County's rules in applying the Family and Medical Leave Act and Pregnancy Disability Leave.

(1) Unanticipated Extended Medical Leave

Where an employee has been absent from work for more than 3-workdays due to an unanticipated illness or disability, a physician's statement or other verification may be required to verify the employee's condition and prognosis.

(2) Anticipated Leave of Absence

Employees anticipating a leave for surgery, pregnancy disability, or any other anticipated disability are required to notify their County Official of the start date and the expected date of return to work. Any employee who desires an extended medical leave for other than pregnancy disability must submit a request, in writing, at least 10 days prior to the beginning of leave. In the event the employee has less than 10 days' notice of an extended medical leave, notice shall be given to the County Official as soon as possible. A request for an extended medical leave must be accompanied by a physician's statement,

including the anticipated beginning and length of disability, as well as a confirmation that the employee is unable to work during the leave period.

(3) Reports Required for Continued Disability

Updated physicians' reports shall be required for persons who have been on leave for 30-days, and shall be required every 30-days thereafter, unless otherwise specified in writing by the Director.

(4) Release to Return to Work Required

Prior to return to work, employees who have been on extended medical leave for their own health condition for 30 days or more shall submit a physician's statement certifying their ability to return to their normal duties and indicating any restrictions. In the event the employee is released to work with restrictions that impact the employee's ability to perform the essential functions, the County reserves the right to require additional medical opinion(s) to determine fitness for duty and make determinations concerning reasonable accommodation.

(5) Effect of Sick/Medical Leave on Other Benefits

Employee's seniority, benefit accruals, and retirement benefits will not be affected by a paid extended medical leave. An employee's adjusted hire date, adjusted classification date and retirement credit will be adjusted for any periods of unpaid leave of absence.

Employees on workers compensation leave have the right by statute to purchase retirement service credit.

(6) Verification Alternatives

When verification is required, employees may assert that verification results in an unreasonable burden or expense.

(a) The employee may provide an oral or written explanation which asserts that the use of paid sick leave was for an authorized purpose and explains how the verification requirement creates an unreasonable burden or expense.

(b) Within 10 days of receiving the employee's explanation, the County must consider the explanation and make a reasonable effort to identify and provide alternatives.

(c) If the County and employee disagree that the County's verification requirement results in an unreasonable burden or expense, the employee may file a complaint with the Department of Labor and Industries.

4.6 Illness during Vacation

Should an employee become ill while on vacation and require medical attention or hospitalization, the time ill may be charged to accumulated sick leave, provided the employee furnishes a certificate issued by a licensed physician or practitioner or other satisfactory evidence of illness.

4.7 Sick Employees Required to Notify Supervisor

An employee who cannot report to work due to illness or injury shall notify his supervisor or County Official according to departmental procedures no later than 30 minutes into the employee's regular shift. Notification of a co-worker is acceptable only after reasonable attempts to contact a supervisor and leaving a voice mail or other message for such supervisor. In the event of a continuing illness, the employee shall continue to notify his County Official daily of his inability to report to work or supply a doctor's statement of expected return date.

Scheduling of anticipated use of sick leave shall require a minimum of 2-day notice.

Emergency use of sick leave shall require a minimum of verbal notice to the immediate supervisor. Leaving the job without appropriate verbal notice shall result in an unexcused absence and denial of sick leave.

4.8 Abuse of Sick Leave

Abuse of sick leave is not tolerated by the County. Supervisors shall investigate suspected cases of sick leave abuse when they have reasonable suspicion to believe an employee may be misusing such leave.

4.9 An employee may file a complaint with the Department of Labor & Industry for reasons set forth in WAC 296-128, including the following:

- a. If an employer withholds payment for the use of paid sick leave due to use of sick leave for an unauthorized purpose, but the employee maintains that the use of paid sick leave was for an authorized purpose; or
- b. If an employee believes they were subject of retaliation for use of paid sick leave; or
- c. If an employee and employer disagree as to whether obtaining verification results in an unreasonable burden or expense on the employee;

.5 EMPLOYEE LEAVE USAGE DURING EMERGENCIES

5.1 Employee Initiated Absences Due to Inclement Weather

An employee who is unable to work, is late to work, or leaves work early because of unusual/inclement weather conditions may use a floating holiday, vacation leave, sick leave, or leave without pay. Subject to approval of their supervisor, the employee may also be authorized to work from home.

It is the responsibility of the employee to contact the employee's supervisor for approval of the anticipated absence from work due to weather conditions.

5.2 Closure of County Facilities

Partial day closure – When the determination is made to close County facilities due to inclement weather or other unusual circumstances, employees on duty who leave work due to the closure will be paid for the remainder of their scheduled shift and paid leave need not be charged.

When County facilities are closed, employees who were off duty at the time for other reasons, such as a scheduled vacation or previously approved sick leave, must use paid leave for the full shift as originally planned.

Full day closure – If closure of County facilities is announced in advance of employees' scheduled shift, employees may report to work with supervisor approval, work from home with supervisor approval, or use a floating holiday, vacation leave, sick leave, or leave without pay.

Essential employees and other employees who report to work, remain at work, or work from home during closures shall receive their normal rate of pay for the period worked (regular rate or overtime as appropriate) without additional compensation.

5.3 Leave in an Evacuation

In the event of an evacuation, employees must check in with the employees' supervisors after reaching a designated gathering point or safe location. If the Incident Commander or County Administrator determine that returning to the County facility will be delayed or time consuming, it will be at the discretion of each department head/supervisor whether to release department employees for the remainder of the day.

If released by a department head, employees may work from home with supervisor approval, or use a floating holiday, vacation leave, sick leave, or leave without pay. If following the evacuation the determination is made that County facilities should be closed, leave use will be governed by 5.2.

.6 LEAVE OF ABSENCE

Leave of absence may be granted to employees by the County Official subject to the following policies. Leave of absence for Sheriff's employees subject to Civil Service is granted according to Civil Service Rules.

6.1 Authorization for Leave – Requests to be in Writing

All requests for leave of absence, paid or unpaid, shall be submitted by the employee to the County Official in writing prior to the anticipated beginning of the leave period. Approval of leave of absence shall be in writing. Approval of unpaid leaves will be documented on a Personnel Action Form. No employee shall receive compensation for a period of absence unless leave is authorized. No leave of absence with or without pay shall be granted unless a request is submitted by the employee and approved in accordance with these rules. All leave shall be reported on the employee's payroll form.

6.2 Leave of Absence with Pay

Leave of absence with pay may be granted to benefit eligible employees for the following reasons and subject to the following conditions:

- a. Statutory leave – Including Family Medical Leave, Washington Family Care Leave, and Washington Pregnancy Disability Leave according to Section 6 of this policy.
- b. Jury duty – Employees required to appear for jury duty are expected to utilize telephone and other systems designed to minimize their work absence. Any per diem received while on leave with pay status must be reimbursed to the County. The County will not reimburse employees for travel while on jury duty. Any mileage or payment for other expenses may be retained by the employee.
- c. Bereavement leave – In the event of the death of an immediate family member, a benefit eligible employee shall, upon written request, be granted up to 3-working days leave of absence with pay to make household arrangements and to arrange for and attend the funeral. Employees may request additional leave if necessary to exceed this 3-day period. All such additional leave shall be charged to accrued vacation and accumulated comp time; or to leave without pay in the event the employee has no accruals available to draw from.

- d. Military leave – As required by statute and in accordance with section 12.1 of this policy.
- e. Administrative leave – As detailed in County Policy 235, Investigation of Complaints and Discipline

Workers who are not benefit eligible shall not be granted leaves with pay under the above or any circumstances. Such employees shall be compensated for only those actual hours worked in County service.

6.3 Leave of Absence without Pay

Leave without pay may be granted to employees who have no accrued paid leave subject to the following conditions. It is the policy of Clallam County that leave without pay be granted only in unusual or emergency circumstances or as required by statute. Employees who routinely use all other accrued leave do not have a right to leave without pay. County Officials should evaluate the ability of the employee to perform his/her essential job duties prior to granting leave without pay. Leave without pay may be granted for the following:

- a. Emergency absence necessary because of illness as stated in Family Medical Leave Act of 1993 (FMLA); or, Pregnancy Disability under Washington Family Leave Law.
- b. Disciplinary Suspension.
- c. Other emergency or unusual circumstance as approved by the County Official and Administrator.

6.4 Working While on Leave of Absence

Employees on authorized Family Medical Leave, Pregnancy Disability Leave, ADA, Workers Compensation, or accrued sick leave may accept other employment or engage in self-employment or business only with prior written authorization of the County Official and Director.

6.5 Effect of Leave on Benefits

Employees shall continue to accrue benefits during leave with pay. Benefit accruals shall be proportionately reduced for periods of leave without pay and except as specifically noted employees on leave of absence without pay shall not accumulate vacation, sick, or other leave during any month in which they actually work less than 80 hours. In addition, the Adjusted Date of Hire and the Adjusted Date of Classification shall be modified by the amount of leave for employees on unpaid leave of absence.

.7 STATUTORY LEAVE

7.1 Military Leave

Employees and County Officials who are members of the reserve components of the Armed Forces of the United States or the State of Washington will be accorded all rights to which they are entitled under Washington and federal law, as may be amended periodically. Military leave shall be without loss of benefits or seniority for up to a total of 21-workdays during each year beginning October 1st and ending September 30th, and the County will maintain insurance benefits ordinarily provided by the County to the employee during any military leave period which does not exceed 21 continuous days in a single calendar year.

Reservists activated beyond 21 days per year shall be placed on unpaid leave of absence as provided by law for the period of their activation. Activated reservists may elect to use accrued vacation leave in lieu of leave without pay. Upon involuntary activation during an armed conflict, an employee or County Official who enrolls in COBRA to continue medical benefits shall be entitled to receive reimbursement for the County's contribution to health care up to a maximum of six months. Contributions beyond six months must be requested in writing prior to the end of the six-month period and will be considered at the discretion of the Board of Commissioners.

7.2 Spousal Military Deployment Leave

An employee who works an average of 20 or more hours a week and who is a spouse or registered domestic partner of a military service member may take up to 15-days of unpaid leave while the military service member is on leave from deployment, or before and up to deployment, during times of military conflict declared by the President or Congress. The employee must provide their County Official and Human Resources with notice of intent to take leave within 5-business days of receiving official notice that the employees' spouse will be on a leave or of an impending call to duty.

7.3 Washington Family Care Act

The Washington Family Care Act allows benefit-eligible employees who have unused accrued leave to take such leave subject to the following conditions.

(1) Reasons for leave under the Washington Family Care Act

An employee may use paid sick leave or other accrued leave to care for the following:

- a. A child of the employee whose health condition requires treatment or supervision

**THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR CLALLAM COUNTY**

JUDGES

**Brent Basden
Lauren Erickson
Simon Barnhart**



**Clallam County Courthouse
223 East Fourth Street, Ste 8
Port Angeles, WA 9862-3015**

360-417-2386 or 360-417-2486

**COMMISSIONER
Brandon R. Mack**

January 18, 2023

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
223 E. 4th Street
Port Angeles, WA 98362

Re: Superior Court Commissioner Salary

Greetings:

We write to explain why we are asking that the County policies which impact the salary of the Superior Court Commissioner be modified as set forth in our proposed changes. We look forward to meeting in person and being able to answer any questions you may have.

First, the policy of paying the Superior Court Commissioner 90% of the Superior Court Judges salary has always been the practice of this County. It was what Judges Velie, Meiner, Wood, Williams, Taylor, Rohrer, Melly, Coughenour, Basden, Erickson and Barnhart have always supported. It has always been the consensus that this salary represents fair compensation for the work and responsibilities assumed by the Court Commissioner.

No judicial officer has ever been asked to support a different policy, and none has ever done so.

Second, it appears that in 2009 the policy was changed. It was not a policy that was discussed with the judiciary. The reasons for the change were never discussed and no perspective of the judiciary was ever obtained. More importantly, although formally adopted, it was never implemented.

Specifically, its adoption in 2009 would have reduced the salary of Commissioner Basden at that time. That was not done. In 2019 when Commissioner Mack was hired, the policy was not implemented.

Third, there appears to be no reason to implement the policy at this time other than the fact that it has been discovered to exist. There is no functional change in the qualifications or responsibilities of the Commissioner. To the court's knowledge, nobody has, or could, advance a reason why this position should be compensated at a lower rate. No reasons were articulated, at least to the judiciary, for the decision in 2009.

Fourth, a graduated pay increase for a full time Court Commissioner is inappropriate. It is not an increase that is based upon performance. It is not an increase that is based upon changing responsibilities. It is not an increase that is based upon keeping up with inflation. In fact, as part of the recession in 2008, the judiciary went a few years without pay increases even though County employees received their normal cost of living adjustments. The Court Commissioner is expected to assume the position and fulfill all of the duties of that position from day one. Superior Court will not be asking for additional help based upon the new Court Commissioner needing time to adjust to the position.

Fifth, the County has budgeted this position for 2023 at the rate of 90% of the judges salary.

Sixth, Court Commissioner responsibilities vary from county to county. In Clallam County, the Court Commissioner has a workload that justifies the salary that has been provided, even if that salary is different from what is provided in other locations.

A bit of historical perspective may be helpful.

In 2014 it became clear that the Court Commissioner position had, in terms of workload, become untenable. At that time the County Commissioners authorized the hiring of a part-time commissioner and allotted \$21,000 per year for that purpose. This amount was above and beyond the normal Pro-Tem Commissioner budget that remained in place for needed "fill-in" assistance. Prior to his appointment as a judge to the Superior Court Bench, Brian Coughenour filled that position.

Upon Judge Coughenour's appointment as a Superior Court Judge, an effort was made to find a replacement. The court was unable to find an attorney willing to take that part-time position. As a temporary fix, Commissioner Basden's salary was adjusted to 95% of the Judge's salary¹, and he reassumed some of the responsibilities until a permanent solution could be found. This resulted in a savings to the County of about \$13,000 per year. But that approach was not sustainable.

¹ Part-Time Family Court Commissioner Agreement, June 1, 2015 – see attached Exhibit 1.

In 2019 Commissioner Basden was appointed as a Superior Court Judge. It was believed at that time that reorganizing some of the Commissioner's responsibilities to fall to the Judges would allow for a return to the 90% salary for the commissioner position. A concerted effort was made by Judge Basden, Judge Erickson, and Judge Barnhart to reallocate the judicial responsibilities. That has been accomplished.

Despite the fact that the judicial needs for Superior Court² are 4.5 judicial officers, there remains a commitment to not seek additional judicial resources. But the reality of that decision is that all judicial positions, including that of the Court Commissioner, carry a workload in excess of the recommended workload.

It is perhaps worth noting that the term "judicial needs" is ambiguous. The resources available to judicial officers in one county are frequently different from what is available in another county. In many counties judges and commissioners have full-time research staff attorneys, individual bailiffs, and individual clerks to assist. If the judicial needs analysis really compared "apples to apples" with other counties, Clallam County, like other rural counties, would be significantly under-funded.

Seventh, salary surveys with other counties are extremely difficult. For example, Clallam County has a unified family court. This allows for families to have the benefits of a global approach to an understanding of the legal challenges they face. Specifically, a family may have members appearing simultaneously on one or more of the Truancy, At-Risk Youth, Juvenile Offender, Dependency, Protection Order, and family law calendars. Having a designated judicial officer handling those cases is invaluable in terms of continuity of approach. That is possible because of the court's decision to allocate the Court Commissioner's responsibilities in that way. The consequence is that it creates a significant workload for the Court Commissioner. Other counties take different approaches, and presumably arrive at compensation decisions in accordance with their practices.

Eighth, judicial needs estimates do not adequately account for some of the work of the Commissioner position. Therapeutic courts are not considered in judicial needs estimates. Accordingly, the Court Commissioner's responsibility for L.I.F.T. Court goes uncounted. The recent efforts to better meet the needs of Indian children, and families with infants and toddlers in the dependency system take judicial resources, but are not currently counted in determining judicial needs estimates.

As a judiciary we appreciate the efforts of the County Commissioners to be supportive of the courts. We have seen and experienced that support in tangible ways. We are respectful of the role of the different branches of government. We will always advocate for the best interests of the court but will also accept and support the decision of the Commissioners, both when we agree and when we do not agree.

² Superior Courts – Judicial Needs Estimate by Full-Time Equivalents, 2020, Projected Findings – see attached Exhibit 2.

Thank you for your careful consideration of this issue.



Lauren Erickson
J U D G E

Sincerely,



Brent Basden
J U D G E



Simon Barnhart
J U D G E

cc: Rich Sill, County Administrator/HR Director
Mark Lane, Chief Financial Officer

Enclosure/Attachments

PART-TIME FAMILY COURT COMMISSIONER AGREEMENT

861.15.003

This Memorandum of Agreement (Agreement) is made and entered into effective June 1, 2015, by and between the Superior Court of the State of Washington for Clallam County and Commissioner Brent Basden.

1. **Undertaking:** Commissioner Basden agrees to perform the additional judicial duties related to the following case types: (1) Truancy; (2) Youth at Risk; (3) Children in Need of Services; and (4) Child Support Contempt/Review Matters. Commissioner Basden will act as both a Statutory and Constitutional Commissioner in fulfilling these duties.
2. **Compensation:** Commissioner Basden shall be compensated at the rate of 5% of his normal salary for performing the additional judicial duties described above.
3. **Agreement:** This agreement will renew automatically on June 1st each year unless either party terminates in writing. The contract is terminable at will by either party.

IN WITNESS WHEREOF, the parties have each subscribed this Agreement to take effect on June 1, 2015.

By: 
Erik Rohrer, Judge

By: 
W. Brent Basden, Commissioner

By: 
Jim Jones, Jr., County Administrator

(Exhibit 1)



CONTRACT SUMMARY

(This Form is used for contracts to be approved by the Administrator)

Department: 00100.861 Superior Court

Date Submitted: 6-5-2015

Required Originals: Attached? ☒

Prosecutor Review? Yes: ☐ No: ☒

Item Summary:*

☒ Contract/Agreement/MOU** Contract # 861.15.003

Executive Summary:

With Commissioner Coughenour's judicial appointment, the Court needs to fill the Part-time Family Court Commissioner position. The Court negotiated an agreement with Commissioner W. Brent Basden to absorb those additional commissioner calendars with a 5% salary increase of his normal salary. Commissioner Basden will take over Truancy, Youth at Risk, Children in Need of Services and Child Support Contempt Calendars.

While Commissioner Coughenour received \$1,750 per month, Commissioner Basden's 5% salary increase amounts to \$586.36 per month. This is an approximate reduction and/or savings of \$6,782 for 2015.

Budgetary Impact:(Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda)

Will result in a decrease in expenditures.

Recommended Action:(Does the Board need to act? If so, what is the department's recommendation?)

Approval of attached Part-Time Commissioner Agreement.

County Official Signature: *Ann R*

Clevenger, Melinda

From: Jones, Jim
Sent: Friday, May 22, 2015 9:47 AM
To: Clevenger, Melinda; Sill, Richard
Subject: RE: Part-Time Commissioner Position

Lindy,

While I very much appreciate the attempt to look for savings, like you identify with this plan, the 2016 budget is likely going to get so much more complicated for all General Fund Departments, that I don't think it is wise to make a change right now expecting it will last for 2016. I would be happy to come talk with you and the judges, in private, at their convenience, to share my thinking and concerns.

Jim

From: Clevenger, Melinda
Sent: Friday, May 22, 2015 8:54 AM
To: Jones, Jim; Sill, Richard
Subject: Part-Time Commissioner Position

I am writing for direction on how best to proceed.

With Com. Coughenour's judicial appointment, the court needs to fill the part-time commissioner position. The part-time commissioner position is budgeted at \$21,000 per year. The court is proposing that Com. Basden absorb the three commissioner calendars provided that he is given a 5% salary increase to 95% of a Superior Court Judge salary. This would result in \$13,173 savings for the 2016 budget. Less of a savings this year since we have paid Com. Coughenour thru May.

In one sense, this is similar to a reclassification with additional duties & additional pay. However, by County Resolution, Com. Basden is paid 90% of the Judge's Salary. An increase to 95% would most likely need a Board work session and new resolution.

Thank you. Lindy
X2386

Superior Courts	Superior Courts - Judicial Needs Estimate by Full-Time Equivalents, 2020 Projected Filings ¹				
	Judges	Authorized but Unfilled Judge Positions ²	Full-Time Commissioners	Part-Time Commissioners (Equivalent FTE)	Total Estimated Judge Need ³
Adams	1.0				0.90
Asotin, Garfield and Columbia	1.0				2.02
Benton & Franklin	7.0		3.00		12.02
Chelan	3.0	1.0	1.00	0.03	4.29
Clallam	3.0		1.00		4.51
Clark	10.0		3.00	0.40	15.82
Cowlitz	5.0			0.79	6.91
Douglas	1.0				1.50
Ferry/Stevens /Pend Oreille (Ferry)	2.0		1.00		3.87
Grant	3.0		1.00		4.70
Grays Harbor	3.0			0.25	4.54
Island	2.0				2.98
Jefferson	1.0			1.50	1.63
King	53.0		9.00		76.40
Kitsap	8.0		1.00		10.29
Kittitas	2.0				2.12
Klickitat/Skamania	1.0			0.16	1.57
Lewis	3.0		1.00	0.28	6.20
Lincoln ⁴	1.0				1.13
Mason	3.0			0.88	3.24
Okanogan	2.0			0.40	2.43
Pacific/Wahkiakum ⁵	1.0				1.53
Pend Oreille (See Ferry)					
Pierce	22.0	2.0	9.00		30.22
San Juan	1.0				0.79
Skagit	4.0		1.00	0.35	6.78
Skamania (See Klickitat)					
Snohomish	15.0		5.00		21.51
Spokane	12.0	1.0	8.00		23.93
Stevens (See Ferry)					
Thurston	8.0		3.00		14.06
Wahkiakum (See Pacific)					
Walla Walla	2.0			0.50	2.97
Whatcom	4.0		3.00	0.80	8.46
Whitman	1.0				1.45
Yakima	8.0		2.00	0.50	11.89
Statewide Total	193.00	4.00	52.00	6.84	292.66

Staffing levels measured are those in effect on 12/31/2019.

¹ Year 2020 projected filings are based on the previous five-year filing trends of the various case types in a given court.
Needs estimates are based on the previous five years of data for the number of total judicial officers and case resolutions.

(Exhibit 2)

**LEGAL ACTION REQUEST
FOR CLALLAM COUNTY PROSECUTING ATTORNEY**

DEPARTMENT: Superior Court DATE: 1/11/23

Legal action requested or question you desire to be answered:

Would you please review the attached two Draft Policy documents with track changes regarding Policy 220 (Classification, work hours and compensation) section .20 (Compensation), and Policy 225 (Employee Benefits) section .3 (Vacation Leave) and return to us by Tuesday, January 17, 2023, with your approval or any comments/suggestions that may be needed.

This is a rush request that is time sensitive in regard to the salary and benefits of the Family Court Commissioner position that we are currently advertising for and closes on 1/19/23.

If request is for contract review:

- Is this for a subcontract under a grant or other contract for private, state or federal funding? Yes ☐ No ☒
- Have you previously submitted subcontracts under the grant or contract for review? Yes ☐ No ☒
- If both responses are "yes," identify:
Granting/contracting entity: _____
Grant/contract number: _____
Date of grant/contract: _____
- If the first is answered "yes" and the second "no," please provide a copy of the grant or contract.

Legal action needed by: 1/17/22
(date)

Please attach any materials necessary or helpful to the attorney in accomplishing this request.

Lacey Halberg, ext. 2386

Official Requesting Action Ext.

PROSECUTING ATTORNEY USE ONLY:

Referring Dept.	_____
Date Received	_____
Opinion Rendered	_____
Reviewed by MBN	_____

Halberg, Lacey

From: Boughton, Dee
Sent: Tuesday, January 17, 2023 1:09 PM
To: Halberg, Lacey; Stanley, Elizabeth
Cc: Cincotto, Kari
Subject: RE: Draft Policy Review Request - 220 and 225

Lacey,

I have reviewed the draft amendments, and approve them "as to form". You can include this email with your agenda summary to the BoCC.

Best,

Bert Dee Boughton | Deputy Prosecuting Attorney | Clallam County
223 E. 4th Street, Ste. 11 | Port Angeles, WA 98362 | desk: 360.565.2720 | fax: 360.417.2543 |
dee.boughton@clallamcountywa.gov

From: Halberg, Lacey <lacey.halberg@clallamcountywa.gov>
Sent: Wednesday, January 11, 2023 12:29 PM
To: Boughton, Dee <dee.boughton@clallamcountywa.gov>; Stanley, Elizabeth <elizabeth.stanley@clallamcountywa.gov>
Subject: Draft Policy Review Request - 220 and 225

Re: Draft Policy Review Request – 220 and 225

Good afternoon,

Please see the attached LAF outlining our request and two policies with track changes for your review. This is a rush request as we would like to get this scheduled before the BOCC on 1/23 for review. Please let me know if you have any questions.

Lacey Halberg | Superior Court Administrator
223 E. 4th Street, Suite 8 | Port Angeles, WA 98362
Ph. 360-417-2386 | Fax 360-417-2581 | lacey.halberg@clallamcountywa.gov



3C
JAN 31 2023

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Treasurer

WORK SESSION ☒ **Meeting Date:** 1/23/2023

REGULAR AGENDA ☒ **Meeting Date:** 1/31/2023

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation |
| ☐ Draft Ordinance | ☐ Final Ordinance |
| | ☐ Budget Item |
| | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

RCW 84.56.240 states: "If the county treasurer is unable, for the want of goods or chattels whereupon to levy, to collect by distress or otherwise, the taxes, or any part thereof, which may have been assessed upon the personal property of any person or corporation, or an executor or administrator, guardian, receiver, accounting officer, agent or factor, the treasurer shall file with the county legislative authority, on the first day of February following, a list of such taxes, with an affidavit of the treasurer or of the deputy treasurer entrusted with the collection of the taxes, stating that the treasurer had made diligent search and inquiry for goods and chattels wherewith to make such taxes, and was unable to make or collect the same. The county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected."

As indicated in the attached affidavit, the Treasurer's office has diligently sought to collect the taxes reflected in the attached list.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

All these taxes were due in prior years and cancelling them does not impact the current year budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

That the BOCC cancel the taxes reflected on the attached list.

County Official signature & print name:  Jennifer L. White, Treasurer

Name of Employee/Stakeholder attending meeting: Diana King, Deputy Treasurer

Relevant Departments: Treasurer

Date submitted: January 18, 2023

- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



CLALLAM COUNTY TREASURER

Jennifer L. White, Treasurer

223 E. 4th St., Suite 3
Port Angeles, WA 98362
(360) 417-2344

www.clallamcountywa.gov

AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAXES

I hereby declare as follows:

1. I am the Deputy Treasurer entrusted with the collection of personal property taxes.
2. The Treasurer's office has made diligent search and inquiry for goods and chattels wherewith to make such personal property taxes as outlined in the attached list, consisting of the following:
 - The personal property which is the basis for the taxes cannot be located, and:
 - Multiple letters and notices were sent; and
 - The taxes were incurred by a corporate or limited liability entity, which is now inactive, or
 - The taxes were incurred by a sole proprietor, who cannot be located, or who has moved out of state, and/or who has no real property against which to attach a lien, or
 - The cost to collect is starting to exceed the amount owed.
3. Despite such diligent efforts, the Treasurer's office has been unable to make or collect the same.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated January 17, 2023.

A handwritten signature in blue ink, appearing to read "Diana King", is written over a horizontal line.

Diana King, Deputy Treasurer

January 2023
Clallam County Treasurer's Office requests that the following Personal Property Taxes be cancelled.

Year	Number	Name	Base Amount*	Taxing District	Type	Reason for Cancellation
Personal Property Accounts						
2022	46923	OKASAN	\$ 187.73	10	COMM	BUSINESS CLOSED IN '21. UNCOLLECTIBLE
2022	78467	COLE AESTHETIC CENTER	\$ 217.39	20	COMM	PAID ADV TAX '22 IN '21; REFUNDED PRIOR TO SUPP
2022	82243	WAYPORT INC	\$ 10.52	10	COMM	DELETED ACCT; TOO SMALL TO PURSUE
2022	85034	DA SILVAS INC DBA LITTLE CESARS	\$ 443.27	10	COMM	BUSINESS CLOSED AND EQUIPMENT SEIZED
2022	83418	SAZO ANA	\$ 28.98	20	COMM	BUSINESS CLOSED '20, SHOULD NOT HAVE BEEN ASSESSED FOR '21/'22
2022	47034	TERESA ANN NEUDORFER	\$ 18.91	20	COMM	BUSINESS CLOSED; TOO SMALL TO PURSUE.
2022	15195	JAMES SELANDER	\$ 217.01	10	COMM	BUSINESS CLOSED; EQUIPMENT GIVEN AWAY
2022	46800	BASKIN ROBBINS LLC	\$ 22.73	10	COMM	BUSINESS CLOSED; TOO SMALL TO PURSUE.
			\$ 1,146.54	Collection Fees, Penalty & Interest - NOT INCLUDED		
Year	Number	Name	Base Amount*	Taxing District	Type	Reason for Cancellation
Mobile Home Accounts						
2022	8561	LET ME KNOW LLC	23.15	503	MH	DESTROYED PROPERTY
2021	8562	LET ME KNOW LLC	22.37	503	MH	DESTROYED PROPERTY
2020	8563	LET ME KNOW LLC	70.97	503	MH	DESTROYED PROPERTY
2022	46329	GERALD CHASE	37.73	503	MH	DESTROYED PROPERTY
2022	29459	ROBT AND MILLICENT HULL	15.33	202	MH	MOVED OUT OF COUNTY; TOO SMALL TO PURSUE
			\$ 169.55	Collection Fees, Penalty & Interest - NOT INCLUDED		



RESOLUTION _____, 2023

CANCELING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to the requirement of RCW 84.56.240, the Treasurer submitted a list of personal property taxes the Treasurer's Office has been unable to collect, together with an affidavit of the Deputy Treasurer outlining the diligent efforts that were made to collect the same.
2. Based on the information provided, the Board of County Commissioners is satisfied that the personal property taxes included in the submitted list cannot be collected.
3. The Board of County Commissioners is further satisfied that Jennifer L White is diligently and aggressively pursuing the collection of personal property taxes, and specifically finds that she is not willfully refusing or neglecting to collect personal property taxes.
4. Pursuant to RCW 84.56.240, the county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. That Jennifer L White is diligently and aggressively pursuing the collection of personal property taxes.
2. That the personal property taxes outlined in the attached list is canceled as uncollectible.

PASSED AND ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mike French



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

4a
JAN 31 2023

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date: 01/23/23**

REGULAR AGENDA ☒ **Meeting Date: 01/31/23**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Due to a number of changes in personnel in the Roads Department, we need to update our Right of Way Procedures both for ourselves and for the State. The new Right of Way Procedures needs to be reviewed and signed before submittal to the Local Programs Manager for WSDOT.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve

County Official signature & print name:.

Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi & Linda Capps1

Relevant Departments: Roads

Date submitted: 1/18/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Right of Way Procedures

The Clallam County Road Department (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

Below is a list of Agency staff, by names and position titles, that are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provides a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:

- i. **PROGRAM ADMINISTRATION:**

Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are carried out in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Ensures Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Oversight and approval of Administrative Offer Summaries (AOS) per policy;
- Oversight and approval of Administrative Settlements per policy;
- Ensure Agency has a relocation appeal process in place prior to starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see LAG Appendix 25.174, 25.175, & 25.176).

Joe Donisi, P.E., Clallam County Engineer

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

ii. **APPRAISAL**

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use Appraiser from WSDOT's Approved Consultant List if Agency does not have qualified staff;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare AOS;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Contract with a Qualified Consultant

iii. **APPRAISAL REVIEW:**

Review appraisals on federal aid projects for the Agency to make sure they are adequate, reliable, have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Consultant List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Contract with Qualified Consultant

iv. **ACQUISITION:**

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;

- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare AOS justification and obtain approval;
- Prepare Administrative Settlement and obtain approval;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary.

Linda Capps, Lead Right of Way Agent

Kaia Moore, Right of Way Agent

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at

<http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for Agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

Contract by a Qualified Consultant

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the

Agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

Jesse Goodman, Engineer 1

- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their ROW Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the Agency proposes to have staff approved to negotiate who have limited experience in negotiation for FHWA funded projects, the LAC must be given an opportunity to review all offers and supporting data prior to offers being made to the property owners.
 - c. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlement needs to be included with these procedures (see Exhibit A).
 - d. An Agency wishing to take advantage of the AOS process, properties valued up to \$25,000 or less, need to complete Exhibit B of these procedures.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, ROW, construction stages, and for a three-year period following acceptance of the projects by WSDOT.
 3. Approval of the Agency's procedures by WSDOT Local Programs may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Mark Ozias, Chair Clallam County Board

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

EXHIBIT A
Agency's Administrative Settlement Policy

Administrative Settlements are occasionally required in addition to Just Compensation in order to acquire needed Right of Way through negotiation. These Administrative Settlements can help eliminate costly condemnation litigation and project construction schedule delays. The Project Parcel Negotiation diary shall contain rational, justification and/or documentation of the settlement offer. The level of Authority to offer Administrative Settlements will be as follows and final approval will rest with the Clallam County Board of Commissioners:

- A. Acquisition Negotiator- Just Compensation plus up to \$10,000 Administrative Settlement
- B. Program Administration- Just Compensation plus up to \$20,000 Administrative Settlement
- C. Clallam County Board of Commissioners- All Settlements exceeding program Administrations authority.

Mark Ozias, Chair Clallam County Board

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

1

Date

EXHIBIT B
Waiver of Appraisal
Agency's Administrative Offer Summary (AOS)

The Clallam County Road Department, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the ROW Funding Estimate is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the AOS as no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An AOS is prepared using comparable sales found at the time of preparation.
- B. The AOS is approved by the Agency staff listed under Program Administration within these Right of Way Procedures. Upon signature a first offer to the property owner(s) is authorized.

Mark Ozias, Chair Clallam County Board

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

410
JAN 31 2023

Department: Public Works

WORK SESSION ☒ **Meeting Date:** 01/23/2023

REGULAR AGENDA ☒ **Meeting Date:** 01/31/2023

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☐ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- Contract #
- ☐ Budget Item
- ☒ Other Certification

Documents exempt from public disclosure attached: ☐

Executive Summary:

"Certification of the 2023 Road Levy and Estimated Revenue Produced" is completed by the County to submit the annual amount of road levy and the amount budgeted for traffic policing and traffic law enforcement.

Budgetary Impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget Action is required, has it been submitted and a copy attached?** ☐

This form is due at CRAB each year as required by RCW 36.33.220. The Assessor's office and Public Works provide amounts needed for calculations on the form.

Recommended Action: (Does the Board need to act? If so, what is the department's recommendation?)

We recommend the Board approve this item and authorize the Chair to sign the certification.

County Official signature & print name:

Mary Peterson for Joe Donisi
Mary Peterson

Name of Employee/Stakeholder attending meeting:

Joe Donisi

Relevant Departments: Public Works, Assessor & Finance

Date submitted: 01/18/23

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Clallam County
Certification of the 2023 Road Levy and Estimated Revenue Produced
WAC 136-150-021

Total County Valuation: \$14,967,504,004

Road District Valuation: \$9,943,970,294

Highest Lawful Road Levy:

Line I, Highest Lawful Levy Calculation form, DOR form REV 64-0007 (7/30/2019)

County Road Levy Shifted to Current Expense (per RCW 84.52.043):

Adjusted Highest Lawful Road Levy:

Actual Adopted/Established Road Levy:

(Levy Fixed in Accordance with RCW 36.40.090)

Do not include any refund levy amounts

Banked Capacity to Carryover to 2024:

(Road District Only)

\$8,131,689

\$0

\$8,131,689

\$8,131,689

\$0

County Road Property Tax Revenues Diverted For Other Unincorporated Purposes in Accordance with
RCW 36.33.220, RCW 39.89, or RCW 84.55.050:

Service to be Provided	Diverted \$/Thousand Diverted Levy Amount	
Total Diverted Road Levy:	\$	\$0
Road Levy Revenue Remaining for Roads (RCW 36.82.040)	\$0.817751	\$8,131,689

Road Funds Budgeted to be used for Traffic Law Enforcement

Traffic Law Enforcement Funded Through Operating Transfer (per agreement): \$0

Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement): \$500,000

Total Budgeted Road Fund Expenditures for Traffic Enforcement: \$500,000

Reporting of Diverted Road Levy and budgeted Road Fund Expenditures for Traffic Law Enforcement amounts are both required in order to ascertain county eligibility for RATA funds. (see WAC 136-150-030)

Note: WAC 136-150-021 provides that "The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than March 1st of each year".

Clallam County
Calendar Year 2023
Digital Submittal Certification
for Forms Due March 1st

The documents checked below are hereby submitted from Clallam County for the review and acceptance of the County Road Administration Board.

Road Levy Certification for 2023

I hereby certify that the above reports are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136-04. By my signature below, I acknowledge that I am signing all the documents indicated by the checked boxes.

Chair / Executive Signature

Date

County Engineer Signature

Date



59

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

JAN 31 2023

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 1-31-23

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on January 31, 2023.

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

See attached form(s).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - supplemental appropriations.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



BUDGET RESOLUTION _____, 2023

ADOPTING A SUPPLEMENTAL BUDGET FOR DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, in open, public meeting, after proper notice, the following facts create a need for the Supplemental Budget Appropriations listed below:

Sheriff – Nine-One-One Enhanced – Reimbursement from Washington State Military Department, State E911 Coordination Office, for NG911 Equipment modernization Contract #E22-299 and increase reimbursement amount from WA State Professional Development Contract #E23-005/\$166,293

Sheriff – Emergency Services – District Case Manager funding/\$155,650

2. The Budget Director has verified the accounting method for the supplemental appropriations and approved it by numbering and initialing the attached *Budget Change Forms*.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the Supplemental Budget Appropriations for unanticipated state or federal funds shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 31 day of January 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, Clerk of the Board

c: Budget Director
Treasurer
Affected Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM

JAN 06 2023



Date Submitted: 01/06/23

Budget Hearing/Meeting Date: 01/31/23

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or revisions within departments
- ☐ **Reduction of Budget** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx	11061.811	Budget Name	Sheriff – Nine-One-One Enhanced
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REVENUE/SOURCE

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11061.811	Sheriff – Nine-One-One Enhanced	33401.80.0030	Enhanced 911 from Emergency Management	166,293
Total				166,293

EXPENDITURES

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11061.811	Sheriff – Nine-One-One Enhanced	52870.41.0570	E911 Reimbursements to PenCom	166,293
Total				166,293

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reimbursement from Washington State Military Department, State E911 Coordination Office, for NG911 Equipment modernization Contract #E22-299 (\$147,722) that was expected to be received in FY2022 but was not received until FY2023, and to increase the reimbursement amount from WA State Professional Development Contract #E23-005 (\$18,571) that is above the already budgeted amount in FY2023 due to underspending in FY2022.

County Official Approval: [Signature]
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

2.

CLALLAM COUNTY BUDGET CHANGE FORM

JAN 06 2023



Date Submitted: 01/06/23

Budget Hearing/Meeting Date: 01/31/23

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or revisions within departments
- ☐ **Reduction of Budget** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx	00100.817	Budget Name	Sheriff – Emergency Services
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REVENUE/SOURCE

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817	Sheriff – Emergency Services	33401.80.1830	WA Military State Individual Assistance	155,650
Total				155,650

EXPENDITURES

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817	Sheriff – Emergency Services	52530.31.0049	Disaster Supplies	125,000
00100.817	Sheriff – Emergency Services	52530.41.0020	Professional Services	16,500
00100.817	Sheriff – Emergency Services	52530.43.0010	Travel – Business	1,000
00100.817	Sheriff – Emergency Services	52530.41.5130	Sheriff	2,000
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	11,150
Total				155,650

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

State Contract D23-016 provides funding to hire a Disaster Case Manager to oversee requirements for homeowners seeking assistance from extreme weather events in November 2021, the funding for replacement appliances or furniture as well as funding for contracted home repairs. Funding available to offset salary and benefits of Emergency Management Coordinator time on this project is deposited to the General Fund.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

H1
JAN 31 2023

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 1/31/23

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | | |
|--|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on January 31, 2023.

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

See attached forms.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve the attached Resolution - debatable emergencies.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



BUDGET RESOLUTION _____, 2023

ADOPTING BUDGET EMERGENCIES FOR THE DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, after a public hearing on January 31, the following constitute public emergencies, which could not reasonably have been foreseen at the time of budget preparation:

Sheriff – VRF Boating Program – To purchase two new Yamaha boat motors and parts, and pay associated labor costs/\$49,863

Parks & Facilities – Capital Projects – Receipt of Department of Commerce Revenue Losses Grant to replace obsolete fairground First Aid building/\$34,500

2. The Budget Director has reviewed the accounting method for the debatable emergencies and approved it by numbering and initialing the attached *Budget Change Forms*.

NOW, THEREFORE, BE IT RESOLVED by the Clallam County Commissioners, in consideration of the above findings of fact:

1. The amount of money required to meet the public emergency listed above is authorized for expenditure provided that no expenditure is made or liability incurred pursuant to the resolution under RCW 36.40.150 until a period of five days, exclusive of the date this resolution is signed, have elapsed.
2. The Treasurer is authorized and requested to make any necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 31 day of January 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mike French

c: Budget Director
Treasurer
Affected Department

JAN 06 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 01/06/23

Budget Hearing/Meeting Date: 01/31/23

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11004.811	Budget Name	Sheriff - VRF Boating Program
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11004.811	Sheriff - VRF Boating Program	50800.00.0000	Ending Fund Balance	49,863
Total				49,863

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11004.811	Sheriff - VRF Boating Program	59421.64.0841	Vessel and Equipment	49,863
Total				49,863

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To purchase two new Yamaha boat motors and parts, and pay associated labor costs. This purchase was expected and budgeted previously in FY2022 but invoice was not received until FY2023.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

JAN 06 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1.5.2023

Budget Hearing/Meeting Date: 1.31.2023 ✓

— **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

— **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

— **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

— **Budget Reduction** – a reduction in revenues and/or expenditures

Parks & Facilities

Budget Number xxxxx.xxx.	30501.911 ✓	Budget Name	Capital Projects
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME Parks & Facilities	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911 ✓	Capital Projects	50800.00.0000 ✓	Ending Fund Balance	\$34,500
Total				\$34,500 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME Parks & Facilities	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911 ✓	Capital Projects	59419.62.2215 ✓	Fairground Building Repair/Improvements	\$34,500
Total				\$34,500 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Received Depart. of Commerce Revenue Losses Grant to replace obsolete fairground First Aid Building. Funding was received in 2022 and will be expended in 2023.

County Official Approval: R. M. Cull

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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